



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

HB2192

by Rep. Mary E. Flowers

SYNOPSIS AS INTRODUCED:

See Index

Creates the Rent Control Act. Establishes 6 regional rent control boards in the State. Provides for the election of 7 members to each board beginning in the 2021 consolidated election. Provides that a board shall establish regulations concerning rent stabilization rates for specified lessors and shall impose rent control registration fees to fund a Small Rental Property Owner Repairs and Improvement Fund. Includes enforcement provisions against landlords who charge rent in excess of amounts allowed by the Act. Limits home rule powers except in home rule units that enact a specified rent stabilization regime. Amends the Election Code making conforming changes. Amends the Illinois Income Tax Act. Creates rent-controlled and rental property capital improvement tax credits. Amends the Code of Civil Procedure. Creates procedures for terminating a tenancy or lease of one year or more after expiration of the lease. Provides that a lessor may terminate a lease and recover possession, after providing specified notice and monetary relocation assistance: if the lessor or a qualified relative will reside at the premises; if the lessor is going to substantially rehabilitate, remodel, or repair the premises; or if the lessor intends to demolish or permanently remove the premises from residential use. Provides for damages for failure to pay lessee relocation assistance or for failure to act in good faith in seeking to recover possession under the provisions. Provides that a demand or notice must be accessible to a lessor by being presented in the language of the lessor and contain a statement that the lessor may seek legal advice. Makes other changes. Repeals the Rent Control Preemption Act. Effective immediately.

LRB101 08475 AWJ 53552 b

FISCAL NOTE ACT
MAY APPLY

HOME RULE NOTE
ACT MAY APPLY

HOUSING
AFFORDABILITY
IMPACT NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning local government.

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 Rent
5 Control Act.

6 Section 5. Findings. The General Assembly finds that:

7 (1) There is a significant shortage of safe,
8 affordable, and healthy rental housing in the State of
9 Illinois, especially for hundreds of thousands of
10 lower-income Illinois renters. One-third of Illinoisans,
11 or nearly 1,600,000 Illinois households, depend on rental
12 housing.

13 (2) The rate at which rents have increased in the State
14 of Illinois has continued to outpace the increase in
15 Illinoisans' real wages, resulting in an increasing rent
16 burden borne by Illinois households, especially vulnerable
17 populations. This growing burden threatens the quality and
18 stability of housing available to Illinois renters.

19 (3) Many Illinois households who depend on rental
20 housing are low-income and are rent-burdened, meaning that
21 they pay more than 30% of their income on rent.
22 Additionally, some of these households are severely
23 cost-burdened, meaning that they must devote more than 50%

1 of their income to paying rent, leaving little for other
2 household necessities such as health care, education,
3 vocational training, transportation, or utilities.

4 (4) An inability to find affordable housing negatively
5 impacts tenants' economic stability, health and
6 well-being, and capacity to participate in their
7 communities. A lack of stable housing may limit a parent's
8 ability to maintain employment, a child's capacity to
9 succeed at school, and, for lower-income families,
10 potential to escape the cycle of poverty.

11 (5) Tenants' inability to find and retain affordable
12 housing results in increased rates of involuntary
13 displacement, eviction, and property turnover, creating
14 additional burdens for landlords and property owners,
15 social service agencies, units of local government, and the
16 judicial system, as well as renter households.

17 (6) Regional boards and local communities are best
18 positioned through collaborative administration to
19 implement rent control and address barriers to affordable
20 housing in their communities.

21 Section 10. Purpose. The purpose of this Act is to promote
22 the maintenance and expansion of the supply of affordable
23 rental housing in the State of Illinois by establishing a
24 system of rent control. This Act is designed to ensure that
25 rent increases match general economic trends and tenants'

1 ability to pay by enacting rent stabilization. The system of
2 rent control established by this Act is applicable to rental
3 units, rather than individual tenant households, and is not
4 disrupted by tenants moving into or out of a particular unit or
5 a change in the ownership or management of a particular unit.
6 This Act is remedial in its general purpose to stabilize
7 amounts charged for rental housing and should be construed
8 liberally to achieve its objectives.

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

10 "Area median income" means the median income published
11 annually for each metropolitan and non-metropolitan area by the
12 U.S. Department of Housing and Urban Development.

13 "Board" means a regional rent control board established by
14 Section 20 of this Act.

15 "Consumer benchmark" means the index selected by a board to
16 determine the rate by which consumer prices and purchasing
17 power have changed and in reference to which the rent
18 stabilization rate is set. If no index is selected by a board,
19 then "consumer benchmark" means the index published by the
20 Bureau of Labor Statistics of the United States Department of
21 Labor that measures the average change in prices of goods and
22 services purchased by all urban consumers, Midwest Region, all
23 items, 1982-84 = 100.

24 "Dwelling" means a privately-owned parcel of real property
25 in the State of Illinois that is assessed and taxed as an

1 undivided whole with one or more dwelling units rented or
2 available for rent for residential use and occupancy on or
3 after this Act's effective date. "Dwelling" includes a dwelling
4 unit within a common-interest community, including a
5 condominium or cooperative building that is held out for rent
6 and not occupied by the owner of record. "Dwelling" does not
7 include commercial units in mixed-use developments, subsidized
8 housing, hospitals or skilled nursing facilities, or
9 transitory dwellings that are not ordinarily occupied by the
10 same tenant for more than 31 days.

11 "Dwelling unit" means a building, structure, or part of a
12 building or structure or land appurtenant to a building or
13 structure, or any other rental property rented or offered for
14 rent for residential purposes, together with all common areas
15 and recreational facilities held out for use by the tenant.
16 "Dwelling unit" does not include subsidized housing.

17 "Landlord" means an owner of record, agent, lessor,
18 sublessor, or the successor in interest of any of them, of a
19 dwelling or dwelling unit.

20 "Median area rent" means the median of rents charged for
21 dwelling units with the same number of bedrooms in each county
22 or such other units of local government as defined by the
23 board.

24 "Member" means an official elected to a board.

25 "Person with a disability" has the meaning given to that
26 term in paragraph (2) of subsection 2FF of the Consumer Fraud

1 and Deceptive Business Practices Act.

2 "Rent" means the consideration demanded or received in
3 connection with the use and occupancy of a dwelling unit.

4 "Rent" includes fees, costs, and other consideration,
5 regardless of whether they are denominated as rent. Such
6 consideration includes, but is not limited to, moneys and fair
7 market value of goods and services rendered for the benefit of
8 the landlord under the rental agreement. "Rent" does not
9 include a security deposit or other fund held in trust for the
10 tenant.

11 "Rent control registration fee" means a fee payable not
12 less than annually by landlords to fund operations and
13 activities of the board.

14 "Rent stabilization rate" means the rate by which rents are
15 permitted to change in that region or other unit of local
16 government within the region.

17 "Rental agreement" means an agreement, oral, written, or
18 implied, between a landlord and tenant for use or occupancy of
19 a dwelling unit in a dwelling and associated housing services.

20 "Subsidized housing" has the meaning given to that term in
21 Section 3 of the Subsidized Housing Joint Occupancy Act.

22 "Tenant" means a person entitled by a rental agreement,
23 subtenancy approved by the landlord, or sufferance to occupy a
24 dwelling unit within a dwelling.

25 Section 20. Establishment of regional rent control boards;

1 membership.

2 (a) Six regional rent control boards are established and
3 organized into the following geographic regions:

4 (1) Cook County, DuPage County, Grundy County, Kane
5 County, Kendall County, Lake County, McHenry County, and
6 Will County.

7 (2) Boone County, Bureau County, Carroll County,
8 DeKalb County, Henry County, Jo Daviess County, LaSalle
9 County, Lee County, Marshall County, Ogle County, Putnam
10 County, Rock Island County, Stark County, Stephenson
11 County, Whiteside County, and Winnebago County.

12 (3) Adams County, Brown County, Cass County, Fulton
13 County, Hancock County, Henderson County, Knox County,
14 Mason County, McDonough County, Menard County, Mercer
15 County, Morgan County, Peoria County, Pike County,
16 Sangamon County, Schuyler County, Scott County, Tazewell
17 County, Warren County, and Woodford County.

18 (4) Champaign County, Clark County, Coles County,
19 Cumberland County, DeWitt County, Douglas County, Edgar
20 County, Ford County, Iroquois County, Kankakee County,
21 Livingston County, Logan County, Macon County, McLean
22 County, Moultrie County, Piatt County, Shelby County, and
23 Vermilion County.

24 (5) Bond County, Calhoun County, Christian County,
25 Effingham County, Fayette County, Greene County, Jersey
26 County, Madison County, Macoupin County, Monroe County,

1 Montgomery County, Randolph County, and St. Clair County.

2 (6) Alexander County, Clay County, Clinton County,
3 Crawford County, Edwards County, Franklin County, Gallatin
4 County, Hardin County, Hamilton County, Jackson County,
5 Jasper County, Jefferson County, Johnson County, Lawrence
6 County, Massac County, Marion County, Perry County, Pope
7 County, Pulaski County, Richland County, Saline County,
8 Union County, Wabash County, Washington County, Wayne
9 County, White County, and Williamson County.

10 (b) Each board shall consist of the following members:

11 (1) three members, each of whom is a tenant residing in
12 the region subject to regulation by the board and whose
13 household earns less than 120% of the area median income;

14 (2) two members, each of whom is a landlord and owns a
15 dwelling in the region subject to regulation by the board;
16 and

17 (3) two members who are representatives of an
18 organization that advocates for low-income tenants in the
19 region subject to regulation by the board.

20 (c) Candidates for board membership shall be nominated in
21 the same manner, form, and time prescribed by the general
22 election law, including the filing of nomination petitions,
23 except that:

24 (1) political party name or affiliation may not appear
25 on any nominating petition;

26 (2) each nominating petition shall contain the

1 candidate's residential address, including the candidate's
2 county of residence; and

3 (3) each nominating petition shall specify the
4 position for which the candidate is running under
5 paragraphs (1) through (3) of subsection (b).

6 (d) Members shall be elected initially in the 2021
7 consolidated election, and the members initially elected shall
8 meet within 21 days after the election and determine by lot the
9 terms for which they each shall serve. Of the members initially
10 elected, 3 members shall serve 2-year terms and 4 members shall
11 each serve 4-year terms. At each consolidated election
12 thereafter, each member elected to succeed a member whose term
13 expires shall hold office for a term of 4 years. The term of
14 office of each member elected shall commence on the first
15 Monday of the month following the month of that member's
16 election, and each member shall serve until the member's
17 successor is elected and has qualified. No member shall serve
18 more than 3 consecutive terms.

19 (e) The office of a member shall be deemed vacant and shall
20 be filled by appointment pursuant to subsection (f) for the
21 remainder of the term if the member does not continue to meet
22 the requirements under the paragraph of subsection (b) under
23 which the member was elected.

24 (f) If a vacancy in a board occurs, either by death,
25 resignation, failure to qualify, change of residence, change of
26 income level, or for any other reason, a majority of the

1 remaining members shall fill the vacancy by appointment of a
2 person who shall meet the qualifications of the vacant member
3 position under the applicable paragraph of subsection (b). The
4 appointed member shall then assume the duties of the office for
5 the unexpired term to which the person was appointed.

6 (g) No member may be a tenant or landlord in a home rule
7 unit that is exempted under subsection (a) of Section 45.

8 Section 25. Board duties. A board has the following duties:

9 (1) A board must provide support to and oversight of
10 the units of local government within its region in
11 implementing the requirements of this Act.

12 (2) A board must establish regulations as provided in
13 Section 35 and may establish other regulations and
14 penalties applicable within its region and consistent with
15 this Act and provide for enforcement of those regulations
16 and penalties. A board may enact regulations that are
17 specific to a particular jurisdiction or area within its
18 region. All regulations must be approved by a majority of
19 the members voting at a board meeting.

20 (3) A board must monitor and compile publicly
21 accessible data on rents and evictions within its region. A
22 board may provide for data collection from units of local
23 government, landlords, and tenants.

24 (4) A board must at least annually publish the median
25 area rent for dwelling units with certain numbers of

1 bedrooms within each county of its region or other unit of
2 local government within its region as the board may decide.

3 (5) No more than once every 12 months, a board must set
4 the rent stabilization rate for each county within its
5 region or other units of local government within each
6 county. A board may provide separate rates for tenants who
7 are over 65 years of age, tenants who are persons with a
8 disability, or other subclasses of tenants that a board may
9 from time to time define.

10 (6) A board must select a consumer benchmark to use
11 when calculating the rent stabilization rate.

12 (7) A board shall establish a rent control registration
13 fee schedule that results in the collection of annual fees
14 from landlords for each dwelling unit in the region over
15 which the board exercises oversight. The rent control
16 registration fee shall be used solely to fund activities
17 under this Act. A board must maintain and update a publicly
18 available online list of the current payment status of each
19 dwelling unit subject to the board's oversight. The
20 publicly available list shall include the name of the
21 landlord responsible for the dwelling unit.

22 (8) A board shall establish a complaint collection
23 system that allows tenants and landlords to submit written
24 or verbal complaints to the board concerning rents, the
25 affordability and quality of dwelling units subject to the
26 board's oversight, and discriminatory rental practices by

1 landlords subject to the board's oversight. The board shall
2 not solicit, maintain, or report information concerning
3 unlawful behavior by a landlord or tenant not related to
4 the rent of a dwelling unit, including drug use or
5 possession, immigration status, or domestic relations. A
6 board is not required to create an adjudicatory system to
7 resolve complaints submitted to the board, but shall use
8 information submitted in landlord and tenant complaints
9 through this process to improve and inform its activities
10 under this Act.

11 Section 30. Board meetings and administration.

12 (a) Every board meeting shall be held in accordance with
13 the Open Meetings Act and all records of the board are subject
14 to the Freedom of Information Act.

15 (b) A board shall initially meet no later than 60 days
16 after the board is established to enact regulations as set
17 forth in this Act.

18 (c) A board shall meet at least quarterly and at other
19 times as called by the chairperson of the board.

20 (d) A board shall hire such staff as is reasonably required
21 to carry out its functions under this Act.

22 (e) Members of the board shall serve without compensation,
23 but shall be reimbursed for their reasonable expenses
24 necessarily incurred in the performance of their duties and the
25 exercise of their powers under this Act.

1 Section 35. Rent stabilization regulation. A board shall
2 establish regulations consistent with the following for
3 dwelling units subject to this Act:

4 (1) A board may change the rent stabilization rate no
5 more than once every 12 months. The change in rent
6 allowable by the rent stabilization rate shall not be
7 greater than the change in the consumer benchmark for the
8 same 12-month period.

9 (2) No more often than once every 12 months, upon 90
10 days' written notice, a landlord may increase the rent for
11 a dwelling unit in which a tenant resides by a rate no
12 greater than the rent stabilization rate currently in
13 effect. A landlord may not increase the rent more often
14 than once every 12 months or at a rate greater than the
15 rent stabilization rate then in effect regardless of
16 whether a tenant moves out of or is otherwise displaced
17 from the dwelling unit, another tenant moves into the
18 dwelling unit, or ownership or management of the dwelling
19 unit has changed. If a landlord has not increased the rent
20 within 12 months before a tenant moves into the dwelling
21 unit, the landlord may only increase the rent to the extent
22 allowed by the rent stabilization rate currently in effect.

23 (3) A landlord who has not paid a rent control
24 registration fee within the past 12 months for a particular
25 dwelling unit may not increase the rent charged for the

1 dwelling unit until the landlord pays in full the rent
2 control registration fee currently due for the dwelling
3 unit.

4 (4) A board shall enact regulations that require
5 landlords to create and maintain a reserve account for
6 repairs and capital improvements. A landlord must deposit,
7 at least monthly, 10% of the landlord's rent proceeds,
8 after monthly expenses are paid, into the reserve account.
9 A landlord shall not be liable for failure to create and
10 maintain a reserve account in conformity with this
11 paragraph if the owner of the dwelling unit owns no more
12 than 12 dwelling units, occupies one dwelling unit as the
13 owner's principal residence, and charges rents that on
14 average do not exceed the applicable median area rent.

15 Section 40. Small Rental Property Owner Repairs and
16 Improvement Fund.

17 (a) Each board shall establish a Small Rental Property
18 Owner Repairs and Improvement Fund supported by the rent
19 control registration fee that provides financial support in the
20 form of grants, zero-interest loans, or low-interest loans to
21 owners who own no more than 12 dwelling units in the region
22 subject to the board's oversight, at least one of which is
23 occupied by the owner as the owner's principal residence, who
24 seek to conduct capital improvements or significant repairs
25 that would bring one or more dwelling units into material

1 compliance with habitability and healthy homes standards. To be
2 eligible to receive financial support through the Small Rental
3 Property Owner Repairs and Improvement Fund, the owner must not
4 charge rents that exceed the applicable median area rent.

5 (b) When considering and prioritizing applications for the
6 Small Rental Property Owner Repairs and Improvement Fund, the
7 board may prioritize, among other factors, applications from
8 landlords who:

9 (1) have not increased rent within the past 12 months;

10 (2) have paid the rent control registration fee for the
11 current year;

12 (3) have not previously received funding from the Small
13 Rental Property Owner Repairs and Improvement Fund;

14 (4) have maintained a reserve account for maintenance
15 and repairs;

16 (5) lack insurance coverage for the repairs to be
17 conducted;

18 (6) have encountered unexpected repairs that
19 significantly reduce the habitability, health, or safety
20 of the dwelling; or

21 (7) meet other criteria as the board shall require.

22 Section 45. Home rule unit exemption and preemption.

23 (a) A home rule unit may exempt itself from coverage of
24 this Act by enacting a rent stabilization regime that includes:

25 (1) a board, commission, department, agency,

1 committee, or other body to oversee implementation and
2 enforcement of the local rent stabilization regime, if such
3 entity is publicly accountable, subject to the
4 requirements of the Open Meetings Act and Freedom of
5 Information Act, transparent in its proceedings, and
6 solicitous of public input and participation;

7 (2) a system for determining the maximum rate by which
8 rents are permitted to increase within the home rule unit
9 that provides adequate assurance that rents will remain
10 affordable for a sufficient number of lower-income and
11 middle-income renter households and will not increase at a
12 rate significantly greater than real growth in
13 lower-income and middle-income consumers' spending power,
14 as measured by a reputable objective standard;

15 (3) a system for enforcing adherence to the local
16 stabilization regime that includes public and private
17 enforcement mechanisms and remedies not less than those
18 provided by this Act;

19 (4) definitions of dwelling, dwelling unit, and tenant
20 covered by the local rent stabilization regime that are not
21 less inclusive than the definition of dwelling, dwelling
22 unit, and tenant established by this Act; and

23 (5) a system for collecting and publishing data on rent
24 trends, average rent, and evictions.

25 (b) A home rule unit may not regulate rentals of dwelling
26 units in a manner inconsistent with this Act. This Act is a

1 limitation under subsection (i) of Section 6 of Article VII of
2 the Illinois Constitution on the concurrent exercise by home
3 rule units of powers and functions exercised by the State.

4 Section 50. Private enforcement.

5 (a) A landlord who is found liable in a judicial or
6 administrative proceeding, including an eviction action, to a
7 tenant of a dwelling unit for charging an amount of rent for
8 that dwelling unit in excess of that allowed under this Act
9 must pay the prevailing tenant damages equal to 3 times the
10 total monthly rent charged, together with the actual damages,
11 the tenant's costs, and reasonable attorney's fees.

12 (b) It is an affirmative defense and counterclaim in any
13 eviction action that the landlord has charged rent in excess of
14 the amount allowed under this Act.

15 (c) No landlord may terminate or threaten to terminate a
16 tenancy, refuse to renew a tenancy, increase rent, or decrease
17 services for a dwelling unit on the ground that the tenant has
18 complained to the landlord, a governmental authority,
19 community organization, or media organization of a violation of
20 this Act, or worked collectively to organize a tenant
21 association or other group to advocate for the tenant's rights
22 under this Act. A provision in a rental agreement or other
23 agreement or understanding purporting to waive the protection
24 provided by this subsection is void and unenforceable. If a
25 landlord is found to have acted in violation of this

1 subsection, the tenant shall be entitled to recover damages in
2 the amount of 3 times the monthly rent charged, together with
3 the tenant's actual damages, the tenant's costs, and reasonable
4 attorney's fees. In an action brought under this subsection,
5 the tenant may also seek to recover possession of the dwelling
6 unit or terminate the rental agreement.

7 Section 95. Applicability. This Act may be enforced only
8 against landlords who hold dwelling units out for rent. A board
9 may only prescribe regulations applicable to its region,
10 excluding home rule units that have been validly exempted from
11 coverage under subsection (a) of Section 45.

12 Section 100. Prohibition of waiver. The provisions of this
13 Act may not be waived, and any term of any rental agreement,
14 contract, or other agreement that purports to waive or limit a
15 tenant's substantive or procedural rights under this Act is
16 contrary to public policy, void, and unenforceable.

17 Section 105. Cumulative rights, obligations, and remedies.
18 The rights, obligations, and remedies set forth in this Act are
19 cumulative and in addition to any others available at law or in
20 equity.

21 Section 110. Severability. The provisions of this Act are
22 severable under Section 1.31 of the Statute on Statutes.

1 Section 900. The Election Code is amended by changing
2 Section 2A-1.2 as follows:

3 (10 ILCS 5/2A-1.2) (from Ch. 46, par. 2A-1.2)

4 Sec. 2A-1.2. Consolidated schedule of elections - offices
5 designated.

6 (a) At the general election in the appropriate
7 even-numbered years, the following offices shall be filled or
8 shall be on the ballot as otherwise required by this Code:

9 (1) Elector of President and Vice President of the
10 United States;

11 (2) United States Senator and United States
12 Representative;

13 (3) State Executive Branch elected officers;

14 (4) State Senator and State Representative;

15 (5) County elected officers, including State's
16 Attorney, County Board member, County Commissioners, and
17 elected President of the County Board or County Chief
18 Executive;

19 (6) Circuit Court Clerk;

20 (7) Regional Superintendent of Schools, except in
21 counties or educational service regions in which that
22 office has been abolished;

23 (8) Judges of the Supreme, Appellate and Circuit
24 Courts, on the question of retention, to fill vacancies and

1 newly created judicial offices;

2 (9) (Blank);

3 (10) Trustee of the Metropolitan Sanitary District of
4 Chicago, and elected Trustee of other Sanitary Districts;

5 (11) Special District elected officers, not otherwise
6 designated in this Section, where the statute creating or
7 authorizing the creation of the district requires an annual
8 election and permits or requires election of candidates of
9 political parties.

10 (b) At the general primary election:

11 (1) in each even-numbered year candidates of political
12 parties shall be nominated for those offices to be filled
13 at the general election in that year, except where pursuant
14 to law nomination of candidates of political parties is
15 made by caucus.

16 (2) in the appropriate even-numbered years the
17 political party offices of State central committeeperson,
18 township committeeperson, ward committeeperson, and
19 precinct committeeperson shall be filled and delegates and
20 alternate delegates to the National nominating conventions
21 shall be elected as may be required pursuant to this Code.
22 In the even-numbered years in which a Presidential election
23 is to be held, candidates in the Presidential preference
24 primary shall also be on the ballot.

25 (3) in each even-numbered year, where the municipality
26 has provided for annual elections to elect municipal

1 officers pursuant to Section 6(f) or Section 7 of Article
2 VII of the Constitution, pursuant to the Illinois Municipal
3 Code or pursuant to the municipal charter, the offices of
4 such municipal officers shall be filled at an election held
5 on the date of the general primary election, provided that
6 the municipal election shall be a nonpartisan election
7 where required by the Illinois Municipal Code. For partisan
8 municipal elections in even-numbered years, a primary to
9 nominate candidates for municipal office to be elected at
10 the general primary election shall be held on the Tuesday 6
11 weeks preceding that election.

12 (4) in each school district which has adopted the
13 provisions of Article 33 of the School Code, successors to
14 the members of the board of education whose terms expire in
15 the year in which the general primary is held shall be
16 elected.

17 (c) At the consolidated election in the appropriate
18 odd-numbered years, the following offices shall be filled:

19 (1) Municipal officers, provided that in
20 municipalities in which candidates for alderman or other
21 municipal office are not permitted by law to be candidates
22 of political parties, the runoff election where required by
23 law, or the nonpartisan election where required by law,
24 shall be held on the date of the consolidated election; and
25 provided further, in the case of municipal officers
26 provided for by an ordinance providing the form of

1 government of the municipality pursuant to Section 7 of
2 Article VII of the Constitution, such offices shall be
3 filled by election or by runoff election as may be provided
4 by such ordinance;

5 (2) Village and incorporated town library directors;

6 (3) City boards of stadium commissioners;

7 (4) Commissioners of park districts;

8 (5) Trustees of public library districts;

9 (6) Special District elected officers, not otherwise
10 designated in this Section, where the statute creating or
11 authorizing the creation of the district permits or
12 requires election of candidates of political parties;

13 (7) Township officers, including township park
14 commissioners, township library directors, and boards of
15 managers of community buildings, and Multi-Township
16 Assessors;

17 (8) Highway commissioners and road district clerks;

18 (9) Members of school boards in school districts which
19 adopt Article 33 of the School Code;

20 (10) The directors and chair of the Chain O Lakes - Fox
21 River Waterway Management Agency;

22 (11) Forest preserve district commissioners elected
23 under Section 3.5 of the Downstate Forest Preserve District
24 Act;

25 (12) Elected members of school boards, school
26 trustees, directors of boards of school directors,

1 trustees of county boards of school trustees (except in
2 counties or educational service regions having a
3 population of 2,000,000 or more inhabitants) and members of
4 boards of school inspectors, except school boards in school
5 districts that adopt Article 33 of the School Code;

6 (13) Members of Community College district boards;

7 (14) Trustees of Fire Protection Districts;

8 (15) Commissioners of the Springfield Metropolitan
9 Exposition and Auditorium Authority;

10 (16) Elected Trustees of Tuberculosis Sanitarium
11 Districts;

12 (17) Elected Officers of special districts not
13 otherwise designated in this Section for which the law
14 governing those districts does not permit candidates of
15 political parties;~~;~~

16 (18) Members of regional rent control boards under the
17 Rent Control Act; however, members shall not be listed on
18 ballots in home rule units that have been exempted under
19 subsection (a) of Section 45 of the Rent Control Act.

20 (d) At the consolidated primary election in each
21 odd-numbered year, candidates of political parties shall be
22 nominated for those offices to be filled at the consolidated
23 election in that year, except where pursuant to law nomination
24 of candidates of political parties is made by caucus, and
25 except those offices listed in paragraphs (12) through (17) of
26 subsection (c).

1 At the consolidated primary election in the appropriate
2 odd-numbered years, the mayor, clerk, treasurer, and aldermen
3 shall be elected in municipalities in which candidates for
4 mayor, clerk, treasurer, or alderman are not permitted by law
5 to be candidates of political parties, subject to runoff
6 elections to be held at the consolidated election as may be
7 required by law, and municipal officers shall be nominated in a
8 nonpartisan election in municipalities in which pursuant to law
9 candidates for such office are not permitted to be candidates
10 of political parties.

11 At the consolidated primary election in the appropriate
12 odd-numbered years, municipal officers shall be nominated or
13 elected, or elected subject to a runoff, as may be provided by
14 an ordinance providing a form of government of the municipality
15 pursuant to Section 7 of Article VII of the Constitution.

16 (e) (Blank).

17 (f) At any election established in Section 2A-1.1, public
18 questions may be submitted to voters pursuant to this Code and
19 any special election otherwise required or authorized by law or
20 by court order may be conducted pursuant to this Code.

21 Notwithstanding the regular dates for election of officers
22 established in this Article, whenever a referendum is held for
23 the establishment of a political subdivision whose officers are
24 to be elected, the initial officers shall be elected at the
25 election at which such referendum is held if otherwise so
26 provided by law. In such cases, the election of the initial

1 officers shall be subject to the referendum.

2 Notwithstanding the regular dates for election of
3 officials established in this Article, any community college
4 district which becomes effective by operation of law pursuant
5 to Section 6-6.1 of the Public Community College Act, as now or
6 hereafter amended, shall elect the initial district board
7 members at the next regularly scheduled election following the
8 effective date of the new district.

9 (g) At any election established in Section 2A-1.1, if in
10 any precinct there are no offices or public questions required
11 to be on the ballot under this Code then no election shall be
12 held in the precinct on that date.

13 (h) There may be conducted a referendum in accordance with
14 the provisions of Division 6-4 of the Counties Code.

15 (Source: P.A. 100-1027, eff. 1-1-19.)

16 Section 905. The Illinois Income Tax Act is amended by
17 adding Section 229 as follows:

18 (35 ILCS 5/229 new)

19 Sec. 229. Rent-controlled property credit; rental property
20 capital improvement credit.

21 (a) For taxable years beginning after this amendatory Act
22 of the 101st General Assembly, there shall be allowed a tax
23 credit against the tax imposed by subsections (a) and (b) of
24 Section 201 equal to 3% of the real property taxes paid by a

1 qualified taxpayer for each dwelling that the qualified
2 taxpayer owns and that contains at least one dwelling unit for
3 which a rent control registration fee was paid under the Rent
4 Control Act. To be qualified to claim this credit, the taxpayer
5 must own no more than 12 dwelling units in a region subject to
6 a single board's oversight, occupy one such dwelling unit as
7 the taxpayer's principal residence, and not charge rents that
8 exceed the applicable median area rent, as determined by the
9 board for that taxable year.

10 (b) For taxable years beginning after this amendatory Act
11 of the 101st General Assembly, there shall be allowed a tax
12 credit against the tax imposed by subsections (a) and (b) of
13 Section 201 in an amount equal to the amount of capital
14 improvements to a dwelling that a taxpayer owns and that
15 contains at least one dwelling unit for which a rent control
16 registration fee was paid under the Rent Control Act. The
17 credit allowed under this subsection may not exceed 25% of the
18 real property taxes paid by the taxpayer for the dwelling for
19 which improvements are claimed.

20 (c) A taxpayer may apply for a tax credit under subsection
21 (a) or (b) or both.

22 (d) To obtain a tax credit or tax credits pursuant to this
23 Section, the taxpayer must apply with the Department of
24 Commerce and Economic Opportunity. The Department of Commerce
25 and Economic Opportunity shall determine the amount of eligible
26 amounts under subsection (a) or capital improvements under

1 subsection (b). Upon approval of a tax credit, the Department
2 of Commerce and Economic Opportunity shall issue a certificate
3 in the amount of the eligible credits. The taxpayer must attach
4 the certificate to the tax return on which the credits are to
5 be claimed. The Department of Commerce and Economic Opportunity
6 may adopt rules to implement this Section.

7 (e) The tax credit under subsection (a) or (b), or both,
8 may not reduce the taxpayer's liability to less than zero.

9 (f) As used in this Section:

10 "Board", "dwelling", "dwelling unit", "median area rent",
11 and "rent control registration fee" have the meanings given to
12 those terms in the Rent Control Act.

13 "Capital improvements" means capital improvements allowed
14 under Section 263 of the Internal Revenue Code, as codified at
15 Title 26 of the U.S. Code.

16 Section 910. The Code of Civil Procedure is amended by
17 changing Sections 9-209, 9-210, and 9-211 and by adding
18 Sections 9-205.5 and 9-207.7 as follows:

19 (735 ILCS 5/9-205.5 new)

20 Sec. 9-205.5. Refusal to renew. For a tenancy or lease for
21 a term of one year or more, if the lease has expired and the
22 lessee refuses to renew or extend the rental agreement within
23 14 days after receiving written notice requesting that the
24 lessee renew the tenancy on substantially similar terms as

1 existed under the prior lease, then the lessee's tenancy shall
2 terminate not fewer than 30 days after the 14-day notice period
3 expires.

4 The lessor may terminate the tenancy under this Section if
5 the written notice includes substantially the following
6 language: "You must notify your landlord of your decision to
7 continue or renew your tenancy within 14 days of the date of
8 this notice. If you do not continue or renew your lease, then
9 your tenancy at (description of premises) shall terminate 30
10 days after (date of at least 14 days after the date of the
11 notice). If you choose not to renew or continue your lease,
12 nothing in this notice shall affect your obligation to pay rent
13 through (here insert date on which the tenancy may be
14 terminated if the lessee does not elect to renew or continue
15 the lease)."

16 (735 ILCS 5/9-207.7 new)

17 Sec. 9-207.7. Termination of a tenancy for other good
18 cause.

19 (a) Occupancy by landlord or qualified relative. The lessor
20 may seek in good faith to recover possession of the premises
21 from a lessee so that the lessor or the lessor's spouse,
22 domestic partner, child, parent, grandparent, sibling, or
23 grandchild may occupy the premises as that person's principal
24 residence for a period of no fewer than 24 continuous months.
25 The lessor or such qualified relative must move into the

1 premises within 3 months after the original lessee vacates the
2 unit. The lessor must provide the lessee with written notice of
3 no fewer than 120 days that the lessor intends to occupy the
4 premises before the lessor may terminate the lease. The notice
5 shall be dated and shall identify the date, at least 120 days
6 after the notice is served, on which the lessee's tenancy is
7 terminated. The notice shall also state that the lessee is
8 entitled to relocation assistance in the amount of \$3,000 or 3
9 months' rent, whichever is greater, payable within 14 days
10 before the termination of the lessee's tenancy. The lessor
11 shall be presumed to be in violation of this subsection and
12 liable to the original lessee for twice the relocation
13 assistance that was paid to the lessee before the lessee's move
14 from the premises if:

15 (1) the lessor recovers possession under this
16 subsection and continuous occupancy by the lessor or the
17 lessor's qualified relative is for fewer than 24 months; or

18 (2) the lessor recovers possession under this
19 subsection, but the lessor or the lessor's qualified
20 relative fails to occupy the premises within 3 months of
21 the expiration of the notice period.

22 The lessor may not recover possession of the premises under
23 this subsection if the lessee notified the lessor, before the
24 lessor's recovery of the premises, that the lessee: (1) has a
25 disability, as that term is defined under the Americans with
26 Disabilities Act (42 U.S.C. 12102(1)), as amended; or (2) is

1 suffering from a life-threatening illness, as certified by the
2 lessee's treating physician.

3 If a substantially equivalent replacement dwelling unit is
4 vacant and available, that unit may be made available to the
5 original lessee at a substantially similar rental rate as the
6 lessee's current lease. The lessee may reject this substitute
7 unit without prejudice to the lessee's rights to notice and
8 relocation assistance.

9 (b) Significant repairs. If the lessor in good faith seeks
10 to recover possession of the premises in order to comply with
11 an order from a governmental authority to vacate the premises,
12 or seeks to recover possession in order to substantially
13 rehabilitate, remodel, or repair the premises, which,
14 according to a professional licensed to conduct such
15 rehabilitation, remodeling, or repairs, will render the
16 premises not reasonably fit for residential use for the
17 duration of the rehabilitation, remodeling, or repair, the
18 lessor must provide the lessee written notice of no fewer than
19 90 days to vacate the premises and shall attach to the notice
20 the applicable order or licensed professional's opinion. The
21 notice shall be dated and shall identify the date, at least 90
22 days after the notice is served, on which the lessee's tenancy
23 is terminated. The notice shall also state that the lessee is
24 entitled to relocation assistance in the amount of \$3,000 or 3
25 months' rent, whichever is greater, payable within 14 days
26 before the termination of the lessee's tenancy. The lessor may

1 offer the lessee a substantially equivalent replacement unit
2 that is vacant, available, and offered at a substantially
3 similar rental rate as the original premises; however, the
4 lessee may reject the lessor's offer of a replacement unit
5 without prejudicing the lessee's right to relocation
6 assistance. If the lessee prevails on a claim that the lessor
7 did not act in good faith in seeking to recover possession
8 under this subsection, the lessor shall be liable for twice the
9 relocation assistance that would be due to the lessee had the
10 lessor acted in compliance with the requirements of this
11 subsection, together with the lessee's reasonable attorney's
12 fees and costs.

13 (c) Demolition or removal. If the lessor in good faith
14 intends to recover possession of the premises to demolish or
15 permanently remove the premises from residential use, the
16 lessor must provide the lessee with no less than 90 days'
17 written notice of his or her intent before the lessor may
18 terminate the lease. The notice shall be dated and shall
19 identify the date, at least 120 days after the notice is
20 served, on which the lessee's tenancy is terminated. The notice
21 shall also state that the lessee is entitled to relocation
22 assistance in the amount of \$3,000 or 3 months' rent, whichever
23 is greater, payable within 14 days before the termination of
24 the lessee's tenancy. If the lessee prevails on a claim that
25 the lessor did not act in good faith in seeking to recover
26 possession under this subsection, the lessor shall be liable

1 for twice the relocation assistance that would be due to the
2 lessee had the lessor acted in compliance with the requirements
3 of this subsection, together with the lessee's reasonable
4 attorney's fees and costs.

5 (d) Failure to pay relocation assistance. If relocation
6 assistance due under this Section is not paid within 14 days
7 before the date set for termination of the lessee's tenancy,
8 the lessor shall pay to the lessee twice the amount of
9 relocation assistance originally due to the lessee. If the
10 lessee prevails on a claim that the lessor failed to pay
11 relocation assistance required by this Section, the lessee
12 shall be entitled to recover the lessee's reasonable attorney's
13 fees and costs. Failure to pay relocation assistance shall
14 constitute an affirmative defense and counterclaim to any
15 action initiated under the Rent Control Act.

16 (735 ILCS 5/9-209) (from Ch. 110, par. 9-209)

17 Sec. 9-209. Demand for rent - eviction action. A landlord
18 or his or her agent may, any time after rent is due, demand
19 payment thereof and notify the tenant, in writing, that unless
20 payment is made within a time mentioned in such notice, not
21 less than 5 days after service thereof, the lease will be
22 terminated. If the tenant does not pay the rent due within the
23 time stated in the notice under this Section, the landlord may
24 consider the lease ended and commence an eviction or ejectment
25 action without further notice or demand. A claim for rent may

1 be joined in the complaint, including a request for the pro
2 rata amount of rent due for any period that a judgment is
3 stayed, and a judgment obtained for the amount of rent found
4 due, in any action or proceeding brought, in an eviction action
5 under this Section.

6 Notice made pursuant to this Section shall, as hereinafter
7 stated, not be invalidated by payments of past due rent
8 demanded in the notice, when the payments do not, at the end of
9 the notice period, total the amount demanded in the notice. The
10 landlord may, however, agree in writing to continue the lease
11 in exchange for receiving partial payment. To prevent
12 invalidation, the notice must prominently state:

13 "Only FULL PAYMENT of the rent demanded in this notice will
14 waive the landlord's right to terminate the lease under this
15 notice, unless the landlord agrees in writing to continue the
16 lease in exchange for receiving partial payment."

17 Tender of past rent due after the filing of a suit and
18 before trial for eviction or ejection pursuant to failure of
19 the tenant to pay the rent demanded in the notice shall
20 invalidate the suit if the rent then due is tendered prior to
21 trial being had in the suit for eviction or ejection.
22 ~~Collection by the landlord of past rent due after the filing of~~
23 ~~a suit for eviction or ejection pursuant to failure of the~~
24 ~~tenant to pay the rent demanded in the notice shall not~~
25 ~~invalidate the suit.~~

26 (Source: P.A. 100-173, eff. 1-1-18.)

1 (735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

2 Sec. 9-210. Notice to quit. When default is made in any of
3 the material terms of a lease that results in a significant
4 disturbance of the peaceful enjoyment of the property,
5 significant damage to the property caused willfully or
6 negligently, use of any part of the property for criminal
7 activity that significantly threatens health, safety, or
8 peaceful enjoyment of the property or has a significant adverse
9 effect on the management of the property, or wrongful denial of
10 access to the premises on 3 or more occasions in a 12-month
11 period to persons duly authorized by the lessor to enter the
12 premises, if the legal requirements for such entries were
13 observed ~~terms of a lease,~~ it is not necessary to give more
14 than 10 days' notice to quit, or of the termination of such
15 tenancy, and the same may be terminated on giving such notice
16 to quit at any time after such default in any of the material
17 terms of the lease if the notice instructs how the alleged
18 default may be cured before the end of the notice period and
19 allows the lessee to meet to discuss the alleged default with
20 the lessor or the lessor's agent that affords the lessee with a
21 meaningful opportunity to remedy the alleged default ~~terms of~~
22 ~~such lease.~~ Such notice may be substantially in the following
23 form:

24 "To A.B.: You are hereby notified that in consequence of
25 your default in (here insert the character of the default) of

1 the premises now occupied by you, being, etc., (here describe
2 the premises) I have elected to terminate your lease, and you
3 are hereby notified to quit and deliver up possession of the
4 same to me within 10 days of this date (dated, etc.). You may
5 request to meet with (here identify the lessor's agent) within
6 10 days of the date of this notice to discuss this notice and
7 how an eviction action can be avoided. IF YOU DO NOT VACATE OR
8 CURE THIS DEFAULT WITHIN 10 DAYS BY (here explain how the
9 alleged default may be cured within the notice period), THEN AN
10 EVICTION ACTION MAY BE FILED AGAINST YOU."

11 The notice is to be signed by the lessor or his or her
12 agent, and no other notice or demand of possession or
13 termination of such tenancy is necessary if the lessee has not
14 timely cured the alleged default.

15 (Source: P.A. 82-280.)

16 (735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

17 Sec. 9-211. Service of demand or notice. Any demand may be
18 made or notice served by delivering a written or printed, or
19 partly written and printed, copy thereof to the tenant, or by
20 leaving the same with some person of the age of 13 years or
21 upwards, residing on or in possession of the premises; or by
22 sending a copy of the notice to the tenant by certified or
23 registered mail, with a returned receipt from the addressee;
24 and in case no one is in the actual possession of the premises,
25 then by posting the same on the premises.

1 A demand or notice served must be accessible to the tenant,
2 including by being presented in the language the lessor knows
3 or should know is the lessee's primary language, containing an
4 explicit statement of the basis for the notice or demand with
5 sufficient specificity to allow the lessee to prepare a defense
6 and containing the following statement: "You may wish to
7 contact a lawyer or local legal aid or housing counseling
8 agency to discuss any rights that you may have."

9 (Source: P.A. 83-355.)

10 (735 ILCS 5/9-207 rep.)

11 Section 915. The Code of Civil Procedure is amended by
12 repealing Section 9-207.

13 Section 920. The Condominium Property Act is amended by
14 changing Section 30 as follows:

15 (765 ILCS 605/30) (from Ch. 30, par. 330)

16 Sec. 30. Conversion condominiums; notice; recording.

17 (a) (1) No real estate may be submitted to the provisions of
18 the Act as a conversion condominium unless (i) a notice of
19 intent to submit the real estate to this Act (notice of intent)
20 has been given to all persons who were tenants of the building
21 located on the real estate on the date the notice is given.
22 Such notice shall be given at least 30 days, and not more than
23 one ± year prior to the recording of the declaration which

1 submits the real estate to this Act; and (ii) the developer
2 executes and acknowledges a certificate which shall be attached
3 to and made a part of the declaration and which provides that
4 the developer, prior to the execution by him or his agent of
5 any agreement for the sale of a unit, has given a copy of the
6 notice of intent to all persons who were tenants of the
7 building located on the real estate on the date the notice of
8 intent was given.

9 (2) If the owner fails to provide a tenant with notice
10 of the intent to convert as defined in this Section, the
11 tenant permanently vacates the premises as a direct result
12 of non-renewal of his or her lease by the owner, and the
13 tenant's unit is converted to a condominium by the filing
14 of a declaration submitting a property to this Act without
15 having provided the required notice, then the owner is
16 liable to the tenant for the following:

17 (A) the tenant's actual moving expenses incurred
18 when moving from the subject property, not to exceed
19 \$1,500;

20 (B) 3 months' ~~three month's~~ rent at the subject
21 property; and

22 (C) reasonable attorney's fees and court costs.

23 (b) Any developer of a conversion condominium must, upon
24 issuing the notice of intent, publish and deliver along with
25 such notice of intent, a schedule of selling prices for all
26 units subject to the condominium instruments and offer to sell

1 such unit to the current tenants, except for units to be
2 vacated for rehabilitation subsequent to such notice of intent.
3 Such offer shall not expire earlier than 30 days after receipt
4 of the offer by the current tenant, unless the tenant notifies
5 the developer in writing of his election not to purchase the
6 condominium unit.

7 (c) Any tenant who was a tenant as of the date of the
8 notice of intent and whose tenancy expires (other than for
9 cause) prior to the expiration of 120 days from the date on
10 which a copy of the notice of intent was given to the tenant
11 shall have the right to extend his tenancy on the same terms
12 and conditions and for the same rental until the expiration of
13 such 120-day ~~120-day~~ period by the giving of written notice
14 thereof to the developer within 30 days of the date upon which
15 a copy of the notice of intent was given to the tenant by the
16 developer.

17 (d) Each lessee in a conversion condominium shall be
18 informed in writing by the developer at the time the notice of
19 intent is given whether his or her tenancy will be renewed or
20 terminated upon its expiration. If the tenancy is to be
21 renewed, the tenant shall be informed of all charges, rental or
22 otherwise, in connection with the new tenancy and the length of
23 the term of occupancy proposed in conjunction therewith. If the
24 tenancy is to be terminated upon expiration of the notice
25 period, the tenant shall be entitled to relocation assistance
26 in the amount of 3 times the rent charged for the unit or

1 \$3,000, whichever is greater, payable to the tenant within 14
2 days before the expiration of the notice period. If the tenancy
3 is to be terminated, the notice of intent shall inform the
4 tenant that relocation assistance shall be paid within 14 days
5 before the expiration of the notice period. If the relocation
6 assistance is not paid within 14 days before the expiration of
7 the notice period, then the lessor shall pay to the lessee
8 twice the relocation assistance due to the lessee. If the
9 lessee prevails on a claim that the lessor failed to pay
10 relocation assistance required by this Section, the lessee
11 shall be entitled to recover the lessee's reasonable attorney's
12 fees and costs. Failure to pay such relocation assistance is a
13 affirmative defense and counterclaim to any action brought
14 under Article IX of the Code of Civil Procedure.

15 (e) For a period of 120 days following his receipt of the
16 notice of intent, any tenant who was a tenant on the date the
17 notice of intent was given shall be given the right to purchase
18 his unit on substantially the same terms and conditions as set
19 forth in a duly executed contract to purchase the unit, which
20 contract shall conspicuously disclose the existence of, and
21 shall be subject to, the right of first refusal. The tenant may
22 exercise the right of first refusal by giving notice thereof to
23 the developer prior to the expiration of 30 days from the
24 giving of notice by the developer to the tenant of the
25 execution of the contract to purchase the unit. The tenant may
26 exercise such right of first refusal within 30 days from the

1 giving of notice by the developer of the execution of a
2 contract to purchase the unit, notwithstanding the expiration
3 of the 120-day ~~120-day~~ period following the tenant's receipt of
4 the notice of intent, if such contract was executed prior to
5 the expiration of the 120-day ~~120-day~~ period. The recording of
6 the deed conveying the unit to the purchaser which contains a
7 statement to the effect that the tenant of the unit either
8 waived or failed to exercise the right of first refusal or
9 option or had no right of first refusal or option with respect
10 to the unit shall extinguish any legal or equitable right or
11 interest to the possession or acquisition of the unit which the
12 tenant may have or claim with respect to the unit arising out
13 of the right of first refusal or option provided for in this
14 Section. The foregoing provision shall not affect any claim
15 which the tenant may have against the landlord for damages
16 arising out of the right of first refusal provided for in this
17 Section.

18 (f) During the 30-day ~~30-day~~ period after the giving of
19 notice of an executed contract in which the tenant may exercise
20 the right of first refusal, the developer shall grant to such
21 tenant access to any portion of the building to inspect any of
22 its features or systems and access to any reports, warranties,
23 or other documents in the possession of the developer which
24 reasonably pertain to the condition of the building. Such
25 access shall be subject to reasonable limitations, including as
26 to hours. The refusal of the developer to grant such access is

1 a business offense punishable by a fine of \$500. Each refusal
2 to an individual lessee who is a potential purchaser is a
3 separate violation.

4 (g) Any notice provided for in this Section shall be deemed
5 given when a written notice is delivered in person or mailed,
6 certified or registered mail, return receipt requested to the
7 party who is being given the notice.

8 (h) Prior to their initial sale, units offered for sale in
9 a conversion condominium and occupied by a tenant at the time
10 of the offer shall be shown to prospective purchasers only a
11 reasonable number of times and at appropriate hours. Units may
12 only be shown to prospective purchasers during the last 90 days
13 of any expiring tenancy.

14 (i) Any provision in any lease or other rental agreement,
15 or any termination of occupancy on account of condominium
16 conversion, not authorized herein, or contrary to or waiving
17 the foregoing provisions, shall be deemed to be void as against
18 public policy.

19 (j) A tenant is entitled to injunctive relief to enforce
20 the provisions of subsections (a) and (c) of this Section.

21 (k) A non-profit housing organization, suing on behalf of
22 an aggrieved tenant under this Section, may also recover
23 compensation for reasonable attorney's fees and court costs
24 necessary for filing such action.

25 (l) Nothing in this Section shall affect any provision in
26 any lease or rental agreement in effect before this Act becomes

1 law.

2 (m) Nothing in this amendatory Act of 1978 shall be
3 construed to imply that there was previously a requirement to
4 record the notice provided for in this Section.

5 (Source: P.A. 95-221, eff. 1-1-08; 95-876, eff. 8-21-08;
6 revised 10-4-18.)

7 (50 ILCS 825/Act rep.)

8 Section 925. The Rent Control Preemption Act is repealed.

9 Section 999. Effective date. This Act takes effect upon
10 becoming law.

1		INDEX
2		Statutes amended in order of appearance
3	New Act	
4	10 ILCS 5/2A-1.2	from Ch. 46, par. 2A-1.2
5	35 ILCS 5/229 new	
6	735 ILCS 5/9-205.5 new	
7	735 ILCS 5/9-207.7 new	
8	735 ILCS 5/9-209	from Ch. 110, par. 9-209
9	735 ILCS 5/9-210	from Ch. 110, par. 9-210
10	735 ILCS 5/9-211	from Ch. 110, par. 9-211
11	735 ILCS 5/9-207 rep.	
12	765 ILCS 605/30	from Ch. 30, par. 330
13	50 ILCS 825/Act rep.	