



Rep. Delia C. Ramirez

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LRB101 17653 HEP 74672 a

1 AMENDMENT TO SENATE BILL 3066

2 AMENDMENT NO. _____. Amend Senate Bill 3066 by replacing
3 everything after the enacting clause with the following:

4 "Article 5.

5 "Section 5-1. Short title. This Act may be cited as the
6 COVID-19 Federal Emergency Rental Assistance Program Act.

7 Section 5-5. Purposes and findings. The purpose of this Act
8 is for the State to implement federal Coronavirus Relief Fund
9 (CRF) assistance to renters administered by the U.S. Department
10 of the Treasury, appropriated from the Consolidated
11 Appropriations Act, 2021.

12 International, national, State, and local governments and
13 health authorities are responding to an outbreak of a disease
14 caused by the novel Coronavirus referred to as COVID-19.
15 African American and Latino households in the State are at

1 disproportionate risk of exposure to and the contraction of
2 COVID-19 and to economic effects of this pandemic.

3 On March 9, 2020, the Governor issued a disaster
4 declaration proclamation in this State because of the threat of
5 COVID-19.

6 On March 26, 2020, the President of the United States
7 declared that a major disaster exists in the State and ordered
8 Federal assistance to supplement State, tribal, and local
9 recovery efforts in the areas affected by the COVID-19 pandemic
10 beginning on January 20, 2020 and continuing.

11 During this emergency and in the interest of protecting the
12 public health and preventing transmission of COVID-19, it is
13 essential to avoid unnecessary housing displacement to prevent
14 housed individuals from falling into homelessness.

15 Unpaid rent, late fees, and court costs are currently
16 accruing against residential tenants and will be demanded by
17 landlords after the expiration of the emergency period.

18 To reduce the rental arrears throughout this State, all
19 eligible residential landlords and tenants alike shall avail
20 themselves of the Emergency Rental Assistance Program.

21 The State deems it necessary to protect public health,
22 life, and property during this declared state of emergency by
23 protecting residential tenants from certain evictions and
24 other hardships during this public health and economic crisis.

25 Section 5-10. Definitions. As used in this Act:

1 "Administering State agency" means any agency or
2 department of the State that is eligible to receive a direct
3 federal allocation of federal Emergency Rental Assistance
4 funds that will disburse and administer the Federal Emergency
5 Rental Assistance Program.

6 "Applicant" or "program applicant" means any person or
7 entity who is a residential tenant or lessee or landlord or
8 lessor that has submitted an application, individually or
9 jointly, to receive federal Emergency Rental Assistance funds.

10 "Eligible household" has the same meaning as used by the
11 federal law enacting the federal Emergency Rental Assistance
12 program.

13 "Program" means the federal Emergency Rental Assistance
14 Program.

15 "Recipient" or "program recipient" means any person or
16 entity that is a residential tenant or lessee, landlord or
17 lessor, or utility provider that had a successful application,
18 in that the administering State agency disbursed funds either:
19 (i) on behalf of a residential tenant directly to the landlord
20 or utility provider; or (ii) directly to the residential
21 tenant.

22 Section 5-15. Federal Emergency Rental Assistance program.

23 (a) Any department or agency of the State eligible to
24 receive a direct federal allocation and charged with disbursing
25 allocated funds and administering the federal program shall do

1 so in accordance with federal and State law.

2 (b) Consistent with federal law, any State agency
3 administering this program shall create a process to provide
4 rental assistance directly to eligible renters and to obviate
5 or minimize the necessity of lessor or utility provider
6 participation in submitting the application when the lessor or
7 utility provider: (i) refuses to accept a direct payment; or
8 (ii) fails to complete an application for assistance.

9 (c) Consistent with federal law, any State agency
10 administering this program shall provide program recipients
11 with relief payments in an amount based on stated need rather
12 than on a flat or fixed amount. An eligible household's stated
13 need may include, but is not limited to, the amount of arrears
14 owed to a lessor, utility provider, or both, or future rental
15 payments based on monthly rent.

16 (d) Consistent with federal law, nothing in this Act shall
17 be construed as precluding the administering State agency from
18 capping or setting a limit on the amount of emergency rental
19 payments made on behalf of any single household. The
20 administering State agency may adopt additional eligibility
21 criteria, application procedures, and program rules necessary
22 to administer the program in conformity with the priorities and
23 public policies expressed within this Act.

24 (e) Consistent with federal law, the administering State
25 agency shall not disqualify an eligible household based on
26 application for or receipt of other permissible assistance.

1 (f) Notwithstanding any federal or State law to the
2 contrary, the administering State agency shall not, for
3 purposes of determining program eligibility, require a written
4 lease or any type of documentation relating to any household
5 member's immigration status. The administering State agency
6 may accept a demand for rent letter, ledger or statement
7 containing the outstanding balance, termination notice, or
8 other alternative form of documentation containing or showing
9 the amount of rental or utility arrears owed.

10 (g) A landlord, lessor, or utility provider that accepts
11 Emergency Rental Assistance payments from the administering
12 State agency or tenant pursuant to this program inherently
13 agrees to: (i) waive any and all late fees, charges,
14 assessments, or other costs incurred as a result of rental or
15 utility arrears, or both; (ii) forgo termination of a tenancy
16 pursuant to Section 9-207 of the Code of Civil Procedure for
17 the period covered by the amount of the Emergency Rental
18 Assistance payment; and (iii) abstain from initiating or
19 proceeding a pending eviction action except for a future breach
20 of the lease.

21 Section 5-20. Accessibility and transparency.

22 (a) In addition to federal requirements, the administering
23 State agency shall make publicly accessible by publishing on
24 its website any important program information, including, but
25 not limited to, the following:

1 (1) program application forms for households, lessors,
2 and utility providers, including any joint program
3 application forms;

4 (2) program eligibility requirements;

5 (3) the administering State agency's procedures and
6 processes for administering the program;

7 (4) the administering State agency's procedures and
8 communication methods for notifying program applicants of
9 defective applications due to incompleteness, errors,
10 missing information, or any other impediment;

11 (5) the administering State agency's procedures and
12 methods for applicants to remedy defective applications
13 due to incompleteness, errors, missing information, or any
14 other impediment;

15 (6) all program information and all program data that
16 the administering State agency must report to the federal
17 government pursuant to the federal law, including
18 quarterly reports; and

19 (7) any other important program information critical
20 to applicants, including renters, lessors, and utility
21 providers, relating to the application requirements and
22 process, eligibility determination, and disbursement of
23 payment.

24 (b) The administering State agency shall ensure that
25 important program information, including the application and
26 all marketing materials, is language accessible by publishing

1 to its website the same in both English and Spanish.

2 Section 5-25. Process for further prioritizing applicants
3 for financial assistance and housing stability services. In
4 addition to federal program eligibility and prioritization
5 requirements, the administering State agency shall give
6 further prioritization to an eligible household: (i) located
7 within a disproportionately impacted area based on positive
8 COVID-19 cases; (ii) that has a documented history of housing
9 instability or homelessness; or (iii) that has a significant
10 amount of rental arrears.

11 Section 5-30. Required notifications and correspondence.
12 The administering State agency shall ensure it communicates
13 clearly with an applicant about the application determination
14 process, including acceptance, status of a pending
15 application, and any reason for denying an application.

16 (1) The administering State agency shall provide
17 notice to an applicant upon finding that a submitted
18 application is defective or should otherwise be considered
19 ineligible, denied, or rejected.

20 (2) The notice from the administering State agency
21 shall explain the reason why an applicant's submitted
22 application is defective or should otherwise be considered
23 ineligible, denied, or rejected.

24 (3) The notice shall contain the necessary

1 information, process, accepted method, and deadline for
2 the applicant to remedy any defective or deficient
3 application, provided that remedy is possible.

4 (4) All notice and correspondence required to be
5 provided by the administering State agency shall be given
6 promptly and without unnecessary delay to any applicant.

7 Article 10.

8 Section 10-5. The Code of Civil Procedure is amended by
9 changing Section 9-121 and by adding Sections 9-122, 9-123,
10 9-124, 9-125, and 15-1513 as follows:

11 (735 ILCS 5/9-121)

12 Sec. 9-121. Sealing of court file.

13 (a) ~~Definition.~~ As used in this Section, "court file" means
14 the court file created when an eviction action is filed with
15 the court.

16 (b) The court shall order the sealing of any court file in
17 a residential eviction action if:

18 (1) the interests of justice in sealing the court file
19 outweigh the public interest in maintaining a public
20 record;

21 (2) the parties to the eviction action agree to seal
22 the court file;

23 (3) there was no material violation of the terms of the

1 tenancy by the tenant; or

2 (4) the case was dismissed with or without prejudice.
3 ~~Discretionary sealing of court file. The court may order~~
4 ~~that a court file in an eviction action be placed under~~
5 ~~seal if the court finds that the plaintiff's action is~~
6 ~~sufficiently without a basis in fact or law, which may~~
7 ~~include a lack of jurisdiction, that placing the court file~~
8 ~~under seal is clearly in the interests of justice, and that~~
9 ~~those interests are not outweighed by the public's interest~~
10 ~~in knowing about the record.~~

11 ~~(c) Mandatory sealing of court file.~~ The court file
12 relating to an eviction action brought against a tenant under
13 Section 9-207.5 of this Code or as set forth in subdivision
14 (h)(6) of Section 15-1701 of this Code shall be placed under
15 seal.

16 (d) A sealed court file shall be made available only to the
17 litigants in the case, their counsel or prospective counsel,
18 and public employees responsible for processing the
19 residential eviction action.

20 (e) Upon motion and order of the court, a sealed court file
21 may be made available for scholarly, educational,
22 journalistic, or governmental purposes only, balancing the
23 interests of the parties and the public in nondisclosure with
24 the interests of the requesting party. Identifying information
25 of the parties shall remain sealed, unless the court determines
26 that release of the information is necessary to fulfill the

1 purpose of the request and the interests of justice so dictate.
2 Nothing in this subsection shall permit the release of a sealed
3 court file or the information contained therein for a
4 commercial purpose.

5 (f) Except as provided in subsections (c) and (d), any
6 person who disseminates a court file sealed under this Section,
7 or the information contained therein, for commercial purposes
8 shall be liable for a civil penalty of \$2,000, or twice the
9 actual and consequential damages sustained, whichever is
10 greater, as well as the costs of the action, including
11 reasonable attorney's fees.

12 (g) The Attorney General may enforce a violation of this
13 Section as an unlawful practice under the Consumer Fraud and
14 Deceptive Business Practices Act. All remedies, penalties, and
15 authority granted to the Attorney General by the Consumer Fraud
16 and Deceptive Business Practices Act shall be available to him
17 or her for the enforcement of this Section.

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

19 (735 ILCS 5/9-122 new)

20 Sec. 9-122. COVID-19 emergency sealing of court file.

21 (a) As used in this Section, "COVID-19 emergency and
22 economic recovery period" means the period beginning on March
23 9, 2020, when the Governor issued the first disaster
24 proclamation for the State to address the circumstances related
25 to COVID-19, and ending on September 30, 2022.

1 (b) The court file shall be sealed upon the commencement of
2 any residential eviction action during the COVID-19 emergency
3 and economic recovery period. If a residential eviction action
4 filed during the COVID-19 emergency and economic recovery
5 period is pending on the effective date of this Act and is not
6 sealed, the court shall order the sealing of the court file. In
7 accordance with Section 9-121, no sealed court file, sealed
8 under this Section, shall be disseminated.

9 (735 ILCS 5/9-123 new)

10 Sec. 9-123. Temporary COVID-19 moratorium on certain
11 residential evictions.

12 (a) As used in this Section:

13 "Covered person" means any tenant, lessee, sublessee, or
14 resident of a residential property who provides to his or her
15 landlord, the owner of the residential property, or other
16 person or entity with a legal right to pursue an eviction or
17 possessory action, a declaration under penalty of perjury
18 indicating that:

19 (1) the individual either: (i) expects to earn no more
20 than \$99,000, or no more than \$198,000 if filing a joint
21 tax return, in annual income for Calendar Year 2020 or
22 2021; (ii) was not required to report any income in 2019 or
23 2020 to the U.S. Internal Revenue Service; or (iii)
24 received an Economic Impact Payment pursuant to Section
25 2001 of the CARES Act or the Coronavirus Response and

1 Relief Supplemental Appropriations Act of 2021;

2 (2) the individual is unable to make a full rent or
3 housing payment due to a COVID-19 related hardship;

4 (3) the individual is using his or her best efforts to
5 make timely partial payments that are as close to the full
6 payment as the individual's circumstances may permit,
7 taking into account other nondiscretionary expenses; and

8 (4) eviction would likely render the individual
9 homeless or force the individual to move into and live in
10 close quarters in a new congregate or shared living setting
11 because the individual has no other available housing
12 options.

13 "COVID-19 related financial hardship" means any negative
14 financial impact on an individual or household because of
15 COVID-19 and associated governmental orders, including: loss
16 of income, furlough, hour reduction or other interruption to
17 employment due to workplace, school, and other facility
18 closures; or increased household, child care, health care, or
19 other expenses.

20 "Declaration", "COVID-19 hardship declaration", or
21 "COVID-19 declaration" means the form declaration made
22 available by the Illinois Housing Development Authority, or a
23 similar declaration under penalty of perjury, that tenants of
24 residential properties who are covered by this Section may use
25 to invoke the protections of this Section.

26 "Dwelling unit" means a building, structure, or part of a

1 building or structure or land appurtenant to a building or, a
2 unit or lot of a manufactured home as defined in Section 3 of
3 the Mobile Home Landlord and Tenant Rights Act, or other
4 residential real estate used or held out for human habitation,
5 together with all common areas and storage areas held out for
6 use by the resident.

7 "Eviction" or "to evict" means using any judicial or
8 nonjudicial means to involuntarily remove a residential tenant
9 from a dwelling unit, including, but not limited to:

10 (1) issuing an eviction notice or other notice to
11 terminate a tenancy;

12 (2) filing, serving, or other otherwise initiating a
13 judicial eviction action;

14 (3) prosecuting a pending eviction action, other than
15 as necessary to request a continuance or suspension of the
16 matter or to comply with an order of the tribunal; or

17 (4) seeking or causing any order for the physical
18 eviction of a residential tenant to be executed.

19 "Eviction order" or "order of eviction" means any order
20 entered in an eviction that directs or authorizes the removal
21 of a residential tenant from a dwelling unit. "Eviction order"
22 or "order of eviction" does not include an order entered to
23 remove a resident who is the perpetrator of violence in order
24 to protect another resident or tenant from domestic violence,
25 sexual violence, dating violence, or stalking. "Eviction
26 order" or "order of eviction" does not include an order

1 restoring a resident to possession of the dwelling unit.

2 "Eviction notice" means any notice directing a residential
3 tenant to vacate the dwelling unit or premises or otherwise
4 purporting to terminate a tenancy.

5 "Landlord" means an owner of record, agent, lessor,
6 sublessor, court-appointed receiver or master, mortgagee in
7 possession, or the successor in interest of any of them of a
8 dwelling unit or the building of which it is a part and any
9 person authorized to exercise any aspect of the management of
10 the premises. "Landlord" includes any person who directly or
11 indirectly receives rents and has no obligation to deliver the
12 whole of the receipts to another person. "Landlord" also
13 includes the owner of a mobile home park.

14 "Nondiscretionary expenses" include, but are not limited
15 to, food, utilities, phone and internet access, school
16 supplies, cold-weather clothing, medical expenses, childcare,
17 and transportation costs, including car payments and
18 insurance.

19 "Premises" means the dwelling unit and the building or
20 structure of which it is a part, facilities and appurtenances
21 therein, and grounds, areas, and facilities held out for the
22 use of residents.

23 "Rental agreement" means every letting or lease, whether by
24 written or verbal agreement, of a dwelling unit or small
25 business commercial premises.

26 "Residential eviction action" means any judicial or

1 administrative proceeding that seeks recovery of possession of
2 a residential dwelling unit from a tenant, lessee, sublessee,
3 or resident.

4 "Residential tenant" or "tenant" means a person entitled by
5 written or verbal agreement, subtenancy approved by the
6 landlord, or by sufferance to occupy a dwelling unit to the
7 exclusion of others. "Residential tenant" or "tenant" includes
8 persons referred to as a lessee, sublessee, and members of a
9 tenant's household occupying the dwelling unit.

10 (b) A landlord or lessor may not commence a residential
11 eviction action pursuant to or arising under this Article
12 against a covered person, as defined in this Section, unless:

13 (1) the landlord or lessor pleads with specificity that
14 the person poses a direct threat to the health and safety
15 of other tenants or an immediate and severe risk to
16 property; and

17 (2) the landlord or lessor certifies that he or she:

18 (i) provided each tenant or other person a
19 COVID-19 Hardship declaration at least 5 days prior to
20 commencement of the residential eviction action
21 including, but not limited to, at least 5 days prior to
22 the issuance of a notice of termination of tenancy; and

23 (ii) has not received an executed declaration form
24 from the tenant declaring that he or she is a covered
25 person. Service of the declaration shall be in
26 conformity with the requirements of Section 9-211.

1 (c) A landlord or lessor may not commence a residential
2 eviction action pursuant to or arising under this Article
3 against any tenant, lessee, sublessee, or resident who does not
4 owe rent unless the landlord or lessor pleads with specificity
5 that the person poses a direct threat to the health and safety
6 of other tenants or an immediate and severe risk to property. A
7 tenant shall not be required to provide a declaration if he or
8 she is covered by this Section.

9 (d) If upon review the court determines that the landlord
10 or lessor fails to meet the requirements set forth in either
11 subsection (b) or (c), the court shall issue an order
12 dismissing the action, without prejudice, and sealing the
13 record if not previously sealed by the court. If the court
14 finds that a landlord or its attorney knowingly filed an action
15 contrary to this Section, the court, in its discretion, may
16 order the case dismissed with prejudice and award attorney's
17 fees, if any, to the tenant.

18 (e) If, upon review, the court determines that the landlord
19 or lessor properly meets the requirements of either subsection
20 (b) or (c), whichever is applicable, the matter may proceed.

21 (f) The tenant may serve a completed COVID-19 hardship
22 declaration on a landlord or lessor after the commencement of a
23 residential eviction action pursuant to or arising under this
24 Article. If the tenant serves the completed declaration on the
25 landlord or lessor after the landlord has filed the action, the
26 Court shall stay the eviction proceeding until this Section

1 becomes inoperative.

2 (g) A landlord shall not file an action based on an
3 allegation of direct threat to health and safety unless the
4 landlord has previously served the tenant with a notice to quit
5 pursuant to Section 9-210. If a landlord files an eviction
6 action based on allegations of direct threat to health and
7 safety, the landlord may file a single count complaint for
8 possession only and shall not join with it a claim for rent
9 pursuant to Section 9-106. This Section does not affect the
10 landlord's ability to claim past due rent in a separate civil
11 action.

12 (h) When the landlord or lessor provides each tenant with a
13 declaration, the landlord or lessor shall also serve the plain
14 language cover sheet prepared by the Illinois Housing
15 Development Authority. If the landlord or lessor knows that the
16 tenant primarily communicates in a language other than English,
17 the landlord shall serve a version of the form declaration and
18 plain language cover sheet in the language primarily used by
19 the household. The Illinois Housing Development Authority
20 shall prepare and make available on its website the form
21 declaration and plain language cover sheet in English and
22 Spanish through at least October 1, 2021.

23 (i) All State, county, and local law enforcement officers
24 in the State are instructed to cease enforcement of orders of
25 eviction for residential premises, unless the tenant of the
26 residential property has been found by a court of law to pose a

1 direct threat to the health and safety of other tenants or an
2 immediate and severe risk to property.

3 (j) Nothing in this Section shall be construed as relieving
4 any individual of the obligation to pay rent or comply with any
5 other obligation that an individual might have pursuant to a
6 lease or rental agreement.

7 (k) Nothing in this Section shall be construed as a
8 prohibition, limitation, or any other restriction on the
9 Governor's authority pursuant to the Illinois Emergency
10 Management Agency Act.

11 (l) This Section shall not be construed to preempt any home
12 rule unit ordinance or local court order providing tenants
13 similar protections so long as it is not in conflict and no
14 less restrictive than the provisions provided herein.

15 (m) This Section is inoperative on and after October 1,
16 2021.

17 (735 ILCS 5/9-124 new)

18 Sec. 9-124. Temporary rebuttable presumption established;
19 COVID-19 related financial hardship.

20 (a) Notwithstanding any law to the contrary, no court shall
21 enter an eviction order or judgment for possession against a
22 residential tenant, who is suffering from a COVID-19 related
23 financial hardship, for the nonpayment of rent that accrues or
24 becomes due while this Section is operative.

25 (b) In any residential eviction action brought against a

1 tenant for the nonpayment of rent pursuant to or arising under
2 this Article, after the effective date of this Section until it
3 becomes inoperative, there shall be a presumption that the
4 tenant is suffering from a COVID-19 related financial hardship.

5 (c) The presumption established under this Section may be
6 rebutted by sufficient evidence presented by the landlord or
7 lessor. In determining whether a tenant or lessee suffered a
8 COVID-19 related financial hardship, the court shall consider,
9 among other relevant factors:

10 (1) The tenant's or lessee's income prior to the
11 COVID-19 emergency and economic recovery period;

12 (2) The tenant's or lawful occupant's income during the
13 COVID-19 emergency and economic recovery period;

14 (3) The tenant's or lawful occupant's liquid assets;

15 (4) The tenant's or lawful occupant's eligibility for
16 and receipt of:

17 (i) cash assistance;

18 (ii) Supplemental Nutrition Assistance Program;

19 (iii) Supplemental Security Income;

20 (iv) Low Income Home Energy Assistance Program;

21 (v) unemployment insurance benefits under State or
22 federal law; or

23 (vi) emergency rental assistance, including
24 application or receipt of funds, pursuant to State or
25 federal law;

26 (5) Any declaration, affidavit, or other document that

1 the tenant completed and submitted, under penalty of
2 perjury, to a landlord, court, or other governmental agency
3 or department so as to declare or affirm experiencing a
4 COVID-19 related financial hardship.

5 (d) This Section is inoperative on and after October 1,
6 2022.

7 (735 ILCS 5/9-125 new)

8 Sec. 9-125. Partial payment during the COVID-19 emergency
9 and economic recovery period.

10 (a) As used in this Section, "COVID-19 emergency and
11 economic recovery period" means the period beginning on March
12 9, 2020, when the Governor issued the first disaster
13 proclamation for the State to address the circumstances related
14 to COVID-19, and ending on September 30, 2022.

15 (b) Notwithstanding Section 9-209, for the duration of the
16 COVID-19 emergency and economic recovery period, acceptance of
17 any amount of rent by a landlord from a tenant with the
18 knowledge of a default for nonpayment by the tenant constitutes
19 a waiver of the landlord's right to terminate the rental
20 agreement for that breach under this Act.

21 (735 ILCS 5/15-1513 new)

22 Sec. 15-1513. Temporary COVID-19 stay of certain
23 foreclosure proceedings and filings; consumer protections.

24 (a) This Section applies to any action to foreclose a

1 mortgage relating to residential real estate which serves as a
2 principal residence for at least one person or is available for
3 rent to serve as the principal residence for at least one
4 person so long as the owner or mortgagor of such property,
5 regardless of how title is held, owns 10 or fewer dwelling
6 units whether directly or indirectly. The 10 or fewer dwelling
7 units may be in more than one property or building as long as
8 the total aggregate number of 10 units includes the primary
9 residence of the natural person requesting such relief and the
10 remaining units are currently occupied by a tenant or are
11 available for rent.

12 As used in this Section, "residential real property"
13 includes shares assigned to a unit in a residential
14 cooperative. As used in this Section, "residential real
15 property" does not include property that is vacant and
16 abandoned prior to March 9, 2020 and that still remains vacant
17 and abandoned until this Section becomes inoperative.

18 (b) A hardship declaration shall be made in the following
19 statement, or a substantially equivalent statement in the
20 mortgagor's primary language, in 14-point type, published by
21 the Administrative Office of the Illinois Courts, whether in
22 physical or electronic written form:

23 "NOTICE TO MORTGAGOR: If you have lost income or had
24 increased costs during the COVID-19 pandemic, and you sign and
25 deliver this hardship declaration form to your mortgage lender
26 or other foreclosing party, you cannot be foreclosed on until

1 at least September 30, 2021.

2 If your mortgage lender or other foreclosing party provided
3 you with this form, the mortgage lender or other foreclosing
4 party shall also provide you with a mailing address and e-mail
5 address to which you can return this form. If you are already
6 in foreclosure proceedings, you may return this form to the
7 court. You should keep a copy or picture of the signed form for
8 your records. You will still owe any unpaid mortgage payments
9 and lawful fees to your lender. You should also keep careful
10 track of what you have paid and any amount you still owe.

11 MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP

12 I am the mortgagor of the property at (address of dwelling
13 unit). Including my primary residence, I own, whether directly
14 or indirectly, 10 or fewer residential dwelling units. I am
15 experiencing financial hardship, and I am unable to pay my
16 mortgage in full because of one or more of the following:

17 1. Significant loss of household income during the
18 COVID-19 pandemic.

19 2. Increase in necessary out-of-pocket expenses
20 related to performing essential work or related to health
21 impacts during the COVID-19 pandemic.

22 3. Childcare responsibilities or responsibilities to
23 care for an elderly, disabled, or sick family member during
24 the COVID-19 pandemic have negatively affected my ability
25 or the ability of someone in my household to obtain
26 meaningful employment or earn income or increased my

1 necessary out-of-pocket expenses.

2 4. Moving expenses and difficulty I have securing
3 alternative housing make it a hardship for me to relocate
4 to another residence during the COVID-19 pandemic.

5 5. Other circumstances related to the COVID-19
6 pandemic have negatively affected my ability to obtain
7 meaningful employment or earn income or have significantly
8 reduced my household income or significantly increased my
9 expenses.

10 6. One or more of my tenants has defaulted on a
11 significant amount of their rent payments since March 1,
12 2020.

13 To the extent I have lost household income or had increased
14 expenses, any public assistance, including unemployment
15 insurance, pandemic unemployment assistance, disability
16 insurance, or paid family leave, that I have received since the
17 start of the COVID-19 pandemic does not fully make up for my
18 loss of household income or increased expenses.

19 I understand that I must comply with all other lawful terms
20 under my mortgage agreement. I further understand that lawful
21 fees, penalties or interest for not having paid my mortgage in
22 full as required by my mortgage agreement may still be charged
23 or collected and may result in a monetary judgment against me.
24 I also understand that my mortgage lender or other foreclosing
25 party may pursue a foreclosure action against me on or after
26 October 1, 2021, if I do not fully repay any missed or partial

1 payments and lawful fees.

2 Signed:

3 Printed Name:

4 Date Signed:

5 NOTICE: You are signing and submitting this form under
6 penalty of law.

7 That means it is against the law to make a statement on
8 this form that you know is false."

9 (c) Any action to foreclose a mortgage pending on the
10 effective date of this amendatory Act of the 101st General
11 Assembly, including actions filed on or before March 9, 2020,
12 or commenced within 30 days of the effective date of this
13 amendatory Act of the 101st General Assembly shall be stayed
14 for at least 60 days, or to such later date that the
15 Administrative Office of the Illinois Courts shall determine is
16 necessary to ensure that courts are prepared to conduct
17 proceedings in compliance with this Section and to give
18 mortgagors an opportunity to submit the hardship declaration
19 pursuant to this Section. The court in each case shall promptly
20 issue an order directing such stay and promptly mail the
21 mortgagor a copy of the hardship declaration in English, and,
22 to the extent practicable, the mortgagor's primary language, if
23 other than English.

24 (d) The foreclosing party shall include a hardship
25 declaration in 14-point type, with every notice provided to a
26 mortgagor pursuant to Sections 15-1503 and 15-1504.5. If the

1 translation of the hardship declaration in the mortgagor's
2 primary language is not available on the Administrative Office
3 of the Illinois Courts' or Attorney General's public websites,
4 it shall be the foreclosing party's responsibility to obtain a
5 suitable translation of the hardship declaration in the
6 mortgagor's primary language. Such notice shall also include a
7 mailing address, telephone number, and active email address the
8 mortgagor can use to contact the foreclosing party and return
9 the hardship declaration.

10 (e) If a mortgagor provides a hardship declaration to the
11 foreclosing party or an agent of the foreclosing party, there
12 shall be no initiation of an action to foreclose a mortgage
13 against the mortgagor until at least September 30, 2021, and in
14 such event any specific time limit for the commencement of an
15 action to foreclose a mortgage shall be tolled until October 1,
16 2021.

17 (f) All deadlines related to any pending foreclosure
18 proceeding on the effective date of this Section, including the
19 running of any redemption period, is tolled until October 1,
20 2021.

21 (g) No court shall accept for filing any action to
22 foreclose a mortgage unless the foreclosing party or an agent
23 of the foreclosing party files an affidavit, under penalty of
24 perjury:

25 (1) of service demonstrating the manner in which the
26 foreclosing party's agent served a copy of the hardship

1 declaration in English and the mortgagor's primary
2 language, if other than English, with the notice, if any,
3 provided to the mortgagor pursuant to Sections 15-1503 and
4 15-1504.5; and

5 (2) attesting that at the time of filing, neither the
6 foreclosing party nor any agent of the foreclosing party
7 has received a hardship declaration from the mortgagor.

8 At the earliest possible opportunity, the court shall seek
9 confirmation on the record or in writing that the mortgagor has
10 received a copy of the hardship declaration and that the
11 mortgagor has not returned the hardship declaration to the
12 foreclosing party or an agent of the foreclosing party. If the
13 court determines a mortgagor has not received a hardship
14 declaration, then the court shall stay the proceeding for a
15 reasonable period, which shall be no less than 10 business days
16 or any longer period provided by law, to ensure the mortgagor
17 received and fully considered whether to submit the hardship
18 declaration.

19 (h) In any action to foreclose a mortgage in which a
20 judgment of sale has not been issued, including actions filed
21 on or before March 9, 2020, if the mortgagor provides a
22 hardship declaration to the foreclosing party, the court, or an
23 agent of the foreclosing party or the court, the proceeding
24 shall be stayed until at least October 1, 2021. If such
25 hardship declaration is provided to the foreclosing party or
26 agent of the foreclosing party, such foreclosing party or agent

1 shall promptly file it with the court, advising the court in
2 writing.

3 (i) In any pending action to foreclose a mortgage in which
4 an order confirming the sale has not been issued prior to the
5 effective date of this Section including actions filed on or
6 before March 9, 2020, the court shall stay the hearing to
7 confirm the sale or issuance of an order confirming the sale at
8 least until the court has held a status conference with the
9 parties so that the court may assess whether the mortgagor has
10 been properly provided with the declaration which, if executed
11 by the borrower, stays the proceedings, including the
12 confirmation of sale, until September 30, 2021.

13 (k) In any pending action to foreclose a mortgage, if the
14 mortgagor provides a hardship declaration to the foreclosing
15 party, the court, or an agent of the foreclosing party or the
16 court, prior to the issuance of an order confirming the sale,
17 the issuance shall be stayed until at least October 1, 2021. If
18 such hardship declaration is provided to the foreclosing party
19 or agent of the foreclosing party, such foreclosing party or
20 agent shall promptly file it with the court.

21 (l) The Administrative Office of the Illinois Courts shall
22 translate the hardship declaration under subsection (b) into
23 Spanish, and shall post and maintain such translations and an
24 English language copy of the hardship declaration on the
25 website of the Administrative Office of the Illinois Courts
26 beginning within 15 days of the effective date of this Section.

1 (m) Notwithstanding any law to the contrary, lending
2 institutions shall not discriminate in the determination of
3 whether credit should be extended to any owner of residential
4 real property because such owner has been granted a stay of
5 mortgage foreclosure proceedings, or that an owner of
6 residential real property is currently in arrears and has filed
7 a hardship declaration with such lender or a court.

8 (n) Notwithstanding any law to the contrary, the granting
9 of a stay of mortgage foreclosure proceedings, or that an owner
10 of residential real property is currently in arrears and has
11 filed a hardship declaration with his or her lender shall not
12 be negatively reported to any credit reporting agency.

13 (o) If any clause, sentence, paragraph, section, or part of
14 this Section shall be adjudged by any court of competent
15 jurisdiction to be invalid and after exhaustion of all further
16 judicial review, the judgment shall not affect, impair or
17 invalidate the remainder thereof, but shall be confined in its
18 operation to the clause, sentence, paragraph, section, or part
19 of this Section directly involved in the controversy in which
20 the judgment shall have been rendered.

21 Section 10-10. The Condominium Property Act is amended by
22 adding Section 36 as follows:

23 (765 ILCS 605/36 new)

24 Sec. 36. Restriction on remedies for failure to pay

1 assessments or rent.

2 (a) Notwithstanding any provision of this Act or any other
3 provision of law, the board of managers of a condominium
4 association may not:

5 (1) impose charges or levy fines against any unit owner
6 who fails to make any payment of the common expenses when
7 due;

8 (2) record a lien against the property interest of a
9 unit owner who fails to make any payment of the common
10 expenses when due; or

11 (3) evict a homeowner or residential tenant for a
12 COVID-19 related financial hardship, as defined in Section
13 9-123 of the Code of Civil Procedure.

14 (b) This Section is repealed on October 1, 2021.

15 Section 10-15. The Consumer Fraud and Deceptive Business
16 Practices Act is amended by changing Section 2Z as follows:

17 (815 ILCS 505/2Z) (from Ch. 121 1/2, par. 262Z)

18 Sec. 2Z. Violations of other Acts. Any person who knowingly
19 violates the Automotive Repair Act, the Automotive Collision
20 Repair Act, the Home Repair and Remodeling Act, the Dance
21 Studio Act, the Physical Fitness Services Act, the Hearing
22 Instrument Consumer Protection Act, the Illinois Union Label
23 Act, the Installment Sales Contract Act, the Job Referral and
24 Job Listing Services Consumer Protection Act, the Travel

1 Promotion Consumer Protection Act, the Credit Services
2 Organizations Act, the Automatic Telephone Dialers Act, the
3 Pay-Per-Call Services Consumer Protection Act, the Telephone
4 Solicitations Act, the Illinois Funeral or Burial Funds Act,
5 the Cemetery Oversight Act, the Cemetery Care Act, the Safe and
6 Hygienic Bed Act, the Illinois Pre-Need Cemetery Sales Act, the
7 High Risk Home Loan Act, the Payday Loan Reform Act, the
8 Mortgage Rescue Fraud Act, subsection (a) or (b) of Section
9 3-10 of the Cigarette Tax Act, subsection (a) or (b) of Section
10 3-10 of the Cigarette Use Tax Act, the Electronic Mail Act, the
11 Internet Caller Identification Act, paragraph (6) of
12 subsection (k) of Section 6-305 of the Illinois Vehicle Code,
13 Section 11-1431, 18d-115, 18d-120, 18d-125, 18d-135, 18d-150,
14 or 18d-153 of the Illinois Vehicle Code, Article 3 of the
15 Residential Real Property Disclosure Act, the Automatic
16 Contract Renewal Act, the Reverse Mortgage Act, Section 25 of
17 the Youth Mental Health Protection Act, Section 9-121 of the
18 Code of Civil Procedure, the Personal Information Protection
19 Act, or the Student Online Personal Protection Act commits an
20 unlawful practice within the meaning of this Act.

21 (Source: P.A. 99-331, eff. 1-1-16; 99-411, eff. 1-1-16; 99-642,
22 eff. 7-28-16; 100-315, eff. 8-24-17; 100-416, eff. 1-1-18;
23 100-863, eff. 8-14-18.)

1 Section 99-99. Effective date. The provisions adding
2 Section 9-124 to the Code of Civil Procedure take effect
3 October 1, 2021. This Section and the provisions adding Section
4 15-1513 to the Code of Civil Procedure take effect upon
5 becoming law."