



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB5299

Introduced 1/31/2022, by Rep. Maura Hirschauer

SYNOPSIS AS INTRODUCED:

765 ILCS 750/10
765 ILCS 750/13 new
765 ILCS 750/15 rep.

Amends the Safe Homes Act. Repeals a Section providing an affirmative defense to a landlord's action to recover rent for breach of a lease. Provides that the lease of a tenant who is a victim or is in imminent threat of becoming a victim of domestic violence or sexual violence or who has a household member who needs to relocate as a result of the applicable action or crime shall be terminated if certain conditions are met. Provides that termination of the lease exempts the tenant from liability for rent or other obligations under the lease accruing after the tenant's lease is terminated, but shall not affect the tenant's obligations under the lease accruing prior to the date of the termination. Provides that if there are multiple tenants who are parties to the lease, the termination of a lease of one or more tenants shall not terminate the lease with respect to the other nonterminating tenants. Restricts a tenant from terminating a lease on the basis of an act for which the tenant is the responsible party. Provides that a landlord may not take certain actions with respect to a lease terminated under the new provisions. Effective immediately.

LRB102 25798 LNS 35132 b

1 AN ACT concerning civil law.

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

4 Section 5. The Safe Homes Act is amended by changing
5 Section 10 and by adding Section 13 as follows:

6 (765 ILCS 750/10)

7 Sec. 10. Definitions. For purposes of this Act:

8 "Attesting third party" means a law enforcement official,
9 licensed health care professional, licensed social worker,
10 victim advocate, or victim service provider.

11 "Domestic violence" means "abuse", as defined in Section
12 103 of the Illinois Domestic Violence Act of 1986, by a "family
13 or household member", as defined in Section 103 of the
14 Illinois Domestic Violence Act of 1986, or by a current or
15 former sexual or intimate partner of the individual.

16 "Household member" means an individual who habitually
17 resides in a dwelling unit with a tenant and who has an
18 established relationship with the tenant.

19 "Landlord" means the owner of a building or the owner's
20 agent with regard to matters concerning the landlord's leasing
21 of a dwelling.

22 "Responsible party" means an individual who commits, or is
23 alleged to have committed, an act of which a tenant or

1 household member of the tenant is a victim.

2 "Sexual violence" means any act of sexual assault, sexual
3 abuse, or stalking of an adult or minor child, including but
4 not limited to non-consensual sexual conduct or non-consensual
5 sexual penetration as defined in the Civil No Contact Order
6 Act and the offenses of stalking, aggravated stalking,
7 criminal sexual assault, aggravated criminal sexual assault,
8 predatory criminal sexual assault of a child, criminal sexual
9 abuse, and aggravated criminal sexual abuse as those offenses
10 are described in the Criminal Code of 2012.

11 "Tenant" means a person who has entered into an oral or
12 written lease with a landlord whereby the person is the lessee
13 under the lease.

14 (Source: P.A. 97-1150, eff. 1-25-13.)

15 (765 ILCS 750/13 new)

16 Sec. 13. Termination of lease.

17 (a) The lease of a tenant who is a victim or is in imminent
18 threat of becoming a victim of domestic violence or sexual
19 violence, or a tenant who has a household member who is a
20 victim or is in imminent threat of becoming a victim of
21 domestic violence or sexual violence, who needs to relocate as
22 a result of the applicable action or crime shall be terminated
23 if the tenant gives the landlord a valid notice under this
24 Section not more than 180 days following the latest of: (i) the
25 most recent occurrence of an act or crime, (ii) the issuance of

1 a document described in paragraph (2), or (iii) the release of
2 the responsible party from a prison, jail, juvenile detention
3 facility, or any other detention facility or institution. A
4 valid notice from the tenant shall include:

5 (1) A written notice signed by the tenant of the
6 tenant's intent to terminate the lease as of a specific
7 date. A valid notice shall include a statement that the
8 tenant intends to relocate for the safety or the physical,
9 mental, or financial well-being of the tenant or an
10 immediate family or household member of the tenant as a
11 direct result of an act of which the tenant or immediate
12 family or household member is a victim.

13 (2) Unless the landlord states in writing that
14 additional documentation is not necessary, one of the
15 following:

16 (A) a copy of a valid court order that restrains
17 the responsible party from contact with the tenant or
18 an immediate family or household member of the tenant;

19 (B) medical or mental health records indicating
20 that the tenant or immediate family or household
21 member is a victim;

22 (C) a police report documenting the act of which
23 the tenant or immediate family or household member is
24 a victim;

25 (D) a statement from an employee of a victim
26 services or rape crisis organization from which the

1 tenant or a member of the tenant's household sought
2 services; or

3 (E) if the tenant's immediate family member is
4 deceased as a result of a crime:

5 (i) a written verification of the death,
6 burial, or memorial services from a mortuary
7 funeral home, burial society, crematorium,
8 religious institution, medical examiner, or
9 governmental agency;

10 (ii) a published obituary; or

11 (iii) a death certificate.

12 Providing documentation under this subsection shall not
13 wave any confidentiality or privilege that may exist with
14 respect to communication between the tenant or victim and a
15 third party, including, but not limited to, a statement made
16 to rape crisis personnel under Section 8-802.1 of the Code of
17 Civil Procedure and privileged communication between a
18 domestic violence counselor and victim under Section 227 of
19 the Illinois Domestic Violence Act of 1986.

20 (b) Following a notice given by the tenant under
21 subsection (a):

22 (1) the tenant's residential lease shall terminate:

23 (A) 15 days after the date the notice was given or
24 on the date specified in the notice given by the tenant
25 under paragraph (1) of subsection (a), whichever is
26 later, if the tenant vacates the dwelling unit on or

1 before the applicable date and the landlord leases 5
2 or more dwelling units in this State; or

3 (B) 30 days after the date the notice was given or
4 on the date specified in the notice given by the tenant
5 under paragraph (1) of subsection (a), whichever is
6 later, if the tenant vacates the dwelling unit on or
7 before the applicable date, and the landlord leases
8 fewer than 5 dwelling units within this State;

9 (2) the tenant is not liable for rent or other
10 obligations under the lease accruing after the tenant's
11 lease is terminated; and

12 (3) the termination of the lease shall not affect the
13 tenant's obligations under the lease accruing prior to the
14 date of the termination.

15 (c) This Section shall not be construed to relieve a
16 tenant who is not an eligible tenant from the tenant's
17 obligations under the lease or rental agreement. If there are
18 multiple tenants who are parties to the lease, the termination
19 of a lease of one or more tenants under this Section shall not
20 terminate the lease with respect to the other nonterminating
21 tenants. A tenant whose lease was terminated under this
22 Section shall not be liable to the landlord or any other person
23 for rent accruing after the tenant's termination or for actual
24 damages resulting from the tenant's termination.

25 (d) A tenant may not terminate a lease under this Section
26 on the basis of an act for which the tenant is the responsible

1 party.

2 (e) If a tenant complies with subsection (a), the landlord
3 may not:

4 (1) assess a fee or penalty against the tenant or
5 otherwise retaliate solely for exercising a right granted
6 under this Act;

7 (2) consider the tenant for any purpose, due solely to
8 the tenant exercising the tenant's rights under subsection
9 (a), to have breached the terms of the lease;

10 (3) by reason of the tenant exercising the tenant's
11 rights under subsection (a), refuse to return to the
12 tenant a security deposit or other escrows to which the
13 tenant is otherwise entitled due to the tenant terminating
14 a lease under this Act; other State law shall otherwise
15 apply with regard to retention or return of escrow funds
16 and with regard to other sums that may be withheld by the
17 landlord; and this Section shall not be construed to
18 affect a tenant's liability for unpaid rent or other
19 amounts owed to the landlord before the termination of the
20 rental agreement under this Act;

21 (4) disclose information required to be reported to
22 the landlord under subsection (a) to any party unless:

23 (A) the tenant provides specific time-limited and
24 contemporaneous consent to the disclosure in writing;

25 or

26 (B) the information is required to be disclosed by

1 a court order or by law other than this Act; or
2 (5) take any action, including, but not limited to,
3 sending a demand letter, referring the matter to a
4 collection agency or attorney, or filing a collection
5 action against the tenant, to collect any rent or other
6 charges accruing after the lease termination.

7 (765 ILCS 750/15 rep.)

8 Section 10. The Safe Homes Act is amended by repealing
9 Section 15.

10 Section 99. Effective date. This Act takes effect upon
11 becoming law.