

HB5390



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB5390

Introduced 1/31/2022, by Rep. Edgar Gonzalez, Jr.

SYNOPSIS AS INTRODUCED:

See Index

Creates the Tenant Protection Act. Provides that a landlord may increase the rent no more than once every 12 months, by an amount no greater than the percentage change in the Consumer Price Index for the same 12-month period or 3%, whichever is lower. Creates the Residential Rental Registry and requires a landlord to pay a rental registry fee. Requires a landlord to register all dwelling units with the Illinois Housing Development Authority by January 15th of each year. Creates the Right to Counsel Program and directs the Administrative Office of the Illinois Courts to contract with or enter a memorandum of agreement with an administering entity to administer the Right to Counsel Program. Creates the Small Rental Property Owner Repairs and Improvement Fund and provides that money in the Fund shall be used by the Illinois Housing Development Authority to provide financial support in the form of grants, zero-interest loans, or low-interest loans to owners with no more than 12 dwelling units. Provides that a landlord found liable for charging rent in excess of the Act shall pay the prevailing tenant damages. Creates the Tenant Bill of Rights, with provisions governing exclusions, the identification of an owner and agent, a landlord's right of access, prohibited harassment, required notices, a landlord's responsibility to maintain, a tenant's remedies, security deposits, notification of foreclosure actions, and the prohibition of retaliatory conduct by a landlord. Amends the Illinois Income Tax Act. Provides for a rental property capital improvement credit. Amends the Code of Civil Procedure. Adds provisions governing the refusal to renew and the termination of a tenancy for other good cause. Removes a provision regarding the notice to terminate a tenancy for less than a year. Makes other changes. Makes conforming changes in the State Finance Act and the Condominium Property Act. Repeals the Rent Control Preemption Act. Effective immediately.

LRB102 25999 LNS 35406 b

A BILL FOR

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 1. Short title. This Act may be cited as the Tenant
5 Protection Act.

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

7 (a) There is a significant shortage of safe, affordable,
8 and healthy rental housing in the State, especially for
9 hundreds of thousands of lower-income renters. One-third of
10 residents, or nearly 1.6 million households, depend on rental
11 housing.

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

18 (c) Many households that depend on rental housing are
19 low-income and are rent-burdened, meaning that they pay more
20 than 30% of the household income on rent. Additionally, some
21 of these households are severely cost-burdened, meaning that
22 the household must devote more than 50% of the household
23 income to paying rent, leaving little for other household

1 necessities such as health care, education, vocational
2 training, transportation, or utilities.

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

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

16 Section 10. Purpose. The purpose of this Act is to promote
17 the maintenance and expansion of the supply of healthy,
18 accessible, safe, and affordable rental housing, and to
19 establish the rights and obligations of landlords and tenants
20 in the rental of dwelling units in the State. This Act is
21 remedial in its general purpose and shall be construed
22 liberally to achieve its objectives.

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

24 "Administering entity" means the organization contracted

1 by or party to a memorandum of agreement with the
2 Administrative Office of the Illinois Courts to administer the
3 Right to Counsel Program in accordance with Section 30.

4 "Area median income" means the median income published
5 annually for each metropolitan and nonmetropolitan area by the
6 U.S. Department of Housing and Urban Development.

7 "Consideration" includes, but is not limited to, money and
8 the fair market value of goods and services rendered for the
9 benefit of the landlord under the rental agreement.

10 "Covered individual" means any party to a covered matter
11 who is a tenant, lessee, or occupant, for residential
12 purposes, of any land or building, any apartment in any
13 building, any dwelling unit, any trailer or mobile
14 manufactured home, or any land upon which a trailer or mobile
15 manufactured home is used or stands.

16 "Covered matter" means any notice to quit or notice to
17 terminate tenancy delivered to, or any summary process action
18 instituted against, a covered individual under Article IX of
19 the Code of Civil Procedure or any administrative proceeding
20 against a covered individual necessary to preserve a State or
21 federal housing subsidy or to prevent a proposed termination
22 of the lease.

23 "Designated organization" means any not-for-profit legal
24 services organization that provides legal representation in a
25 covered matter to a covered individual.

26 "Dwelling" means any privately owned parcel of real

1 property in the State that is assessed and taxed as an
2 undivided whole with one or more dwelling units rented or
3 available for rent for residential use and occupancy on or
4 after the effective date of this Act. "Dwelling" includes a
5 dwelling unit within a common-interest community, including a
6 condominium or cooperative building, that is held out for rent
7 and not occupied by the owner of record. "Dwelling" does not
8 include a commercial unit in a mixed-use development, hospital
9 or skilled nursing facility, transitory dwelling that is not
10 ordinarily occupied by the same tenant for more than 31 days,
11 convent or monastery, extended care facility, asylum or
12 not-for-profit home for the aged, temporary overnight shelter,
13 transitional shelter, dormitory owned and operated by an
14 elementary school, high school, or institution of higher
15 learning, student housing accommodation wherein a housing
16 agreement or housing contract is entered into between the
17 student and an institution of higher learning or student
18 housing wherein the institution exercises control or
19 supervision of the student, or student housing owned and
20 operated by a tax-exempt organization affiliated with an
21 institution of higher learning.

22 "Dwelling unit" refers to any building, structure, or part
23 thereof, or land appurtenant thereto, or any other rental
24 property rented or offered for rent for residential purposes,
25 together with all common areas and recreational facilities
26 held out for use by the tenant. For the purposes of Sections 20

1 and 25, "dwelling unit" does not include a subsidized housing
2 unit or unit with rent that is controlled, regulated, or
3 subsidized by any governmental unit, agency, or authority.

4 "Landlord" means an owner of record, agent, lessor, or
5 sublessor, or the successor in interest of any of them, of a
6 dwelling or dwelling unit.

7 "Legal representation" means representation in a covered
8 matter provided by a designated organization to a covered
9 individual, and all legal advice, advocacy, and assistance
10 associated with the representation, subject to and in
11 accordance with the Illinois Rules of Professional Conduct.

12 "Median area rent" means the median of rent charged for a
13 residential dwelling unit with the same number of bedrooms in
14 each county or the other unit of local government as defined by
15 the Illinois Housing Development Authority.

16 "Percentage change in the Consumer Price Index" means the
17 percentage change from April 1 of the prior year to April 1 of
18 the current year in the regional Consumer Price Index for the
19 region where the residential real property is located, as
20 published by the United States Bureau of Labor Statistics. If
21 a regional index is not available, the Consumer Price Index
22 for All Urban Consumers, also known as the CPI-U, for the
23 Midwest Region for all items, as determined by the Department
24 of Industrial Relations, shall apply.

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" does not include a security deposit or other fund held
5 in trust for the tenant but includes other fees, costs, and
6 consideration, regardless of whether they are denominated as
7 rent.

8 "Rental agreement" means an agreement, oral, written, or
9 implied, between a landlord and tenant for use or occupancy of
10 a dwelling unit and associated services.

11 "Rental registry fee" means a fee payable not less than
12 annually by landlords to fund operations and activities of the
13 rental registry.

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

16 "Tenant" means a person entitled by a rental agreement,
17 subtenancy approved by the landlord, or by sufferance, to
18 occupy a dwelling unit.

19 Section 20. Establishment of annual rent increase limit.

20 (a) This Section is designed to ensure that rent increases
21 match general economic trends and a tenant's ability to pay by
22 connecting annual rent increases to the annual percentage
23 change in the cost of living, as measured by the Consumer Price
24 Index. The rent annual limit on rent increases established by
25 this Section applies to a rental unit, rather than an

1 individual tenant household.

2 (b) A landlord may increase the rent no more than once
3 every 12 months. A landlord may not increase the rent beyond
4 what is permitted by this Section, regardless of whether a
5 tenant moves out of, or is otherwise displaced from, the
6 dwelling unit, or ownership or management of the dwelling unit
7 has changed. If a landlord has not increased the rent within 12
8 months before a tenant moves into the dwelling unit, the
9 landlord may only increase the rent to the extent allowed by
10 this Section.

11 (c) No more than once every 12 months, upon a 90-day
12 written notice, a landlord may increase the rent for a
13 dwelling unit in which a tenant resides by a rate no greater
14 than the percentage change in the Consumer Price Index for the
15 same 12-month period or 3%, whichever is lower. The
16 permissible percentage change shall be calculated using the
17 lowest gross rental rate charged for that dwelling unit at any
18 time during the 12 months prior to the effective date of the
19 increase.

20 (d) A landlord who has not paid the rental registry fee
21 within the past 12 months for a particular dwelling unit may
22 not increase the rent charged for the dwelling unit until the
23 landlord pays, in full, the rental registry fee currently due
24 for the dwelling unit.

25 (e) A landlord who temporarily removes a dwelling unit
26 from the rental market and later relists the property for rent

1 may only increase the rental rate charged for the unit in
2 accordance with this Section, regardless of how long the
3 dwelling unit is vacant. If the unit is vacant for more than 12
4 months, the permissible percentage change shall be calculated
5 using the gross rental rate charged when the unit was last
6 occupied.

7 Section 25. Establishment of Residential Rental Registry.

8 (a) The State hereby establishes the Residential Rental
9 Registry and finds and declares that the rental of a dwelling
10 unit constitutes a business or activity which impacts the
11 public health, safety, and general welfare of the people of
12 the State. The intent of this Section is to protect the public
13 health, safety, and general welfare of the people of the State
14 and to further achieve the beneficial purposes of:

15 (1) protecting the character and stability of
16 residential areas;

17 (2) augmenting the correction and prevention of
18 housing conditions that adversely affect or are likely to
19 adversely affect the health, life, safety, and general
20 welfare, including the physical, mental, and social
21 well-being of a person occupying a dwelling;

22 (3) gathering information to enable the State, tenant,
23 and the public to have a better understanding of and
24 transparency concerning the State's rental housing stock,
25 its ownership, and condition;

1 (4) further educating a landlord regarding the
2 landlord's obligations; and

3 (5) creating a fund from which these and other
4 residential rental housing-related purposes may be
5 promoted or accomplished, including the reimbursement of a
6 landlord under subsection (e) of Section 9-207 of the Code
7 of Civil Procedure.

8 (b) No person shall allow to be occupied, or rent to
9 another for occupancy, or charge, accept, or retain rent for
10 any dwelling unit unless the landlord has duly registered the
11 dwelling unit with the Illinois Housing Development Authority.
12 Each landlord of one or more dwelling unit, including a
13 condominium and cooperative unit, in the State shall register
14 each dwelling unit by January 15th of each year with the
15 Illinois Housing Development Authority. For a condominium and
16 cooperative, the property required to be registered shall be
17 the individual dwelling unit being rented or offered for rent,
18 and not the entire building or development. Within 15 days
19 after a change in ownership of a dwelling unit, the new
20 landlord shall notify the Illinois Housing Development
21 Authority of the change.

22 (c) The Illinois Housing Development Authority shall
23 prepare and make available an Internet registration web form
24 for a landlord to complete that collects information the
25 Illinois Housing Development Authority deems desirable and
26 necessary to fulfill the purposes of this Section. The data

1 collected pursuant to this Section shall be made publicly
2 available in the form of a searchable and exportable database.
3 The information collected from a landlord includes, but is not
4 limited to:

5 (1) the street address and property index number of
6 the building within which any dwelling unit is located;

7 (2) the number of dwelling units in the building, the
8 number of floors in the building, the floor number and
9 unit number or letter designation for each dwelling unit
10 that is or may be available for rent at any time, and the
11 number of bedrooms in each dwelling unit;

12 (3) the rental rate charged at the time of
13 registration for each dwelling unit;

14 (4) the name, street address, email, and telephone
15 number of the landlord;

16 (5) if the landlord is a corporation, partnership,
17 limited partnership, limited liability company, or other
18 entity, the name, title, street address, telephone number,
19 associated website address, if any, and email of a
20 responsible individual partner, member, or officer, and of
21 any partner, member, or officer holding a 20% or greater
22 interest in the entity. If no one person holds 20% or
23 greater interest in the entity, the foregoing information
24 for each of the 5 persons holding the most interest in the
25 entity shall be disclosed;

26 (6) the name, street address, email, associated

1 website address, if any, and telephone number of the
2 property manager, if different from the landlord; and

3 (7) the name, street address, telephone number, and
4 email of the person or entity the tenant is to contact when
5 requesting repairs be made to the tenant's dwelling unit,
6 and the contact person's business relationship to the
7 owner.

8 For purposes of this Section, a post office box or
9 commercial mail receiving service shall not be accepted as the
10 landlord's or property manager's address. The building and
11 dwelling unit being registered shall not be accepted as the
12 landlord's address, unless it is the principal place of
13 business or residence of the landlord.

14 Failure to provide required information or to pay the
15 registration fee shall be grounds for Illinois Housing
16 Development Authority to disallow registration.

17 (d) Registration fees and fines collected under this
18 Section shall not become part of the general fund, nor shall
19 registration fees and fines be used to substitute, replace, or
20 diminish funds to other housing or homelessness programs,
21 except as provided in this Section.

22 (1) All landlords of residential dwelling units shall
23 pay an annual registration fee in the amount of \$100 per
24 dwelling unit, except that:

25 (A) A local housing authority shall be exempt from
26 paying a registration fee for a dwelling unit it owns.

(B) An owner-occupied building of one to 3 units shall be exempt from paying a registration fee.

(C) An owner-occupied building of 4 to 6 dwelling units shall pay \$30 per dwelling unit.

(2) Registration fees and fines collected under this Section shall be first applied to the direct costs of establishing and administering the registry, then to fund the Small Rental Property Owner Repairs and Improvement Fund, and then to the reimbursement of relocation assistance pursuant to subsection (e) of Section 9-207 of the Code of Civil Procedure.

(e) Unless otherwise provided, any person who violates this Section, or provides false or misleading information to the Illinois Housing Development Authority, or violates any rule adopted hereunder, shall be barred and prohibited from filing an eviction action or other action under the Code of Civil Procedure seeking possession of any dwelling unit within the building for which the false or misleading information was provided, and shall be fined \$100 per dwelling unit. Each day that a violation exists shall constitute a separate and distinct offense. If the failure of a landlord to register a dwelling unit is willful or a landlord knowingly provides false information in a registration statement, then the State shall, in addition to other remedies, claw back or recover any financial benefit given, awarded, or credited to the landlord for the 7 years preceding the landlord's act or omission.

1 Liability for a violation of this Section shall be joint and
2 several among owners. The remedies available under this
3 Section are cumulative and not exclusive.

4 (f) The Illinois Housing Development Authority shall
5 administer this Section and shall adopt rules for the
6 effective administration of this Section within 90 days of the
7 effective date of this Act. The Illinois Housing Development
8 Authority shall consult and cooperate with other pertinent
9 State departments and agencies in the implementation,
10 administration, and enforcement of the provisions of this
11 Section. The Illinois Housing Development Authority shall
12 establish and maintain the rental registry on a user-friendly,
13 publicly accessible, searchable website, and shall include, in
14 addition to the registration forms submitted by an owner,
15 records of registration violations. This website shall
16 maintain public access to these records for 10 years. The
17 Illinois Housing Development Authority shall enforce any
18 provision of this Section through an injunction or any other
19 suit, action, or proceeding at law or in equity in a court of
20 competent jurisdiction.

21 Section 30. Right to Counsel Program.

22 (a) There is established the Right to Counsel Program for
23 the purpose of providing any covered individual with legal
24 representation at no cost in a covered matter, effective one
25 year after the effective date of this Act.

1 (b) The Administrative Office of the Illinois Courts shall
2 contract with or enter a memorandum of agreement with an
3 administering entity to administer the Right to Counsel
4 Program. The administering entity, within the funding
5 available to it for the Right to Counsel Program, shall fund
6 the provision of legal representation by designated
7 organizations under this Section. A designated organization
8 may subcontract with a nonprofit or community organization to
9 provide legal representation to a covered individual, and to
10 provide tenant outreach and education. A designated
11 organization shall, at a minimum:

12 (1) have substantial expertise in housing law and
13 landlord tenant law and substantial experience furnishing
14 free legal assistance to an eligible individual;

15 (2) have a demonstrated history of serving the
16 low-income community;

17 (3) identify the geographic area in which the
18 organization provides legal representation;

19 (4) have a plan to reach and provide legal
20 representation to an income-eligible person with limited
21 English proficiency; and

22 (5) provide appropriate supervision and training.

23 (c) The administering entity may receive funds or services
24 from the State or federal government, corporations,
25 associations, or individuals to fund:

26 (1) the provision of legal representation to a covered

1 individual in a covered matter;

2 (2) the administration of the Right to Counsel Program
3 for the administering entity and designated organization;
4 and

5 (3) tenant outreach and education.

6 (d) The Administrative Office of the Illinois Courts, in
7 consultation with the administering entity and designated
8 organization, shall approve a one-page, plain language notice
9 to inform a tenant of the rights under the Right to Counsel
10 Program. Not later than one year after the effective date of
11 this Act, the notice shall be made available on the
12 Administrative Office of the Illinois Courts' website and
13 available to the public. The notice shall include a phone
14 number for accessing information and applying for assistance.

15 On and after October 1, 2022, an owner, lessor, landlord,
16 legal representative, or agent of an owner, lessor, or
17 landlord, a housing authority, or a housing subsidy program
18 administrator, as applicable, shall attach a copy of the
19 notice described to:

20 (1) a notice to quit delivered to a covered individual
21 pursuant to Article IX of the Code of Civil Procedure;

22 (2) a summons and complaint for an eviction action
23 pursuant to Article IX of the Code of Civil Procedure;

24 (3) a lease termination notice, including for a public
25 or subsidized housing unit; and

26 (4) a notice to terminate a State or federal housing

1 subsidy.

2 Any court notice scheduling a mediation or hearing that is
3 sent to a self-represented party in a covered matter shall
4 include plain language information about the availability of
5 legal representation through the Right to Counsel Program and
6 a phone number for accessing information and applying for
7 assistance.

8 (e) The administering entity, in consultation with the
9 designated organization, shall determine how to phase in the
10 Right to Counsel Program based on all relevant factors,
11 including, but not limited to:

12 (1) the prioritization of certain groups of
13 individuals by income, zip codes, census tracts, or other
14 priority criteria developed in consultation with the
15 designated organization;

16 (2) the availability of program funding;

17 (3) the number of trained legal services attorneys
18 available to provide legal representation; and

19 (4) the scope of the need for legal representation.

20 (f) Nothing in this Section shall be construed to
21 establish any right enforceable by a covered individual
22 against a designated organization or the administering entity.

23 (g) No later than one year after the effective date of this
24 Act, and annually thereafter, the administering entity shall
25 submit a report to the joint standing committees of the
26 General Assembly having cognizance of matters relating to

1 housing and the Judicial Department. The report shall include:

- 2 (1) the number of covered individuals provided legal
3 representation pursuant to this Section;
- 4 (2) the extent of legal representation provided;
- 5 (3) any outcomes achieved, such as the rates of tenant
6 representation, tenant retention of housing, or other
7 appropriate outcome measures; and
- 8 (4) the engagement and education of tenants.

9 Section 35. Small Rental Property Owner Repairs and
10 Improvement Fund.

11 (a) The Illinois Housing Development Authority shall
12 establish a fund supported by the rental registry fee that
13 provides financial support in the form of grants,
14 zero-interest loans, or low-interest loans, to an owner who
15 owns no more than 12 dwelling units, at least one of which is
16 occupied by the owner as the owner's principal residence, who
17 seek to conduct capital improvements or significant repairs
18 that would bring one or more dwelling unit into material
19 compliance with habitability and healthy homes standards. To
20 be eligible to receive financial support through the Small
21 Rental Property Owner Repairs and Improvement Fund, the owner
22 shall not charge rent that exceeds the applicable median area
23 rent.

24 (b) When considering and prioritizing applications for the
25 Small Rental Property Owner Repairs and Improvement Fund, the

1 Illinois Housing Development Authority may prioritize, among
2 other factors, applications from a landlord who:

3 (1) has not increased rent within the past 12 months;

4 (2) has paid the rental registry fee for the current
5 year;

6 (3) has not received funding from the Small Landlord
7 Repairs and Improvement Fund in the 3 years prior to
8 submitting the landlord's application;

9 (4) has maintained a reserve account for maintenance
10 and repairs;

11 (5) lacks insurance coverage for the repairs to be
12 conducted;

13 (6) has encountered unexpected repairs that
14 significantly reduce the habitability, health, or safety
15 of the dwelling; or

16 (7) meets other criteria as the Illinois Housing
17 Development Authority requires.

18 Section 40. Private enforcement.

19 (a) A landlord who is found liable in a judicial or
20 administrative proceeding, including an eviction action, to a
21 tenant of a dwelling unit for charging an amount of rent for
22 that dwelling unit in excess of that allowed under this Act
23 shall pay the prevailing tenant damages equal to 3 times the
24 total monthly rent charged, together with the actual damages,
25 the tenant's costs, and reasonable attorney's fees.

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

4 (c) No landlord may terminate or threaten to terminate a
5 tenancy, refuse to renew a tenancy, increase rent, or decrease
6 services for a dwelling unit on the ground that the tenant has
7 complained to the landlord, any governmental authority,
8 community organization, or media organization of a bona fide
9 violation of this Act, or worked collectively to organize a
10 tenant association or other group to advocate for the tenant's
11 rights under this Act. Any provision in a rental agreement or
12 other agreement or understanding purporting to waive the
13 protection provided by this subsection is void and
14 unenforceable. If a landlord is found to have acted in
15 violation of this subsection, the tenant is entitled to
16 recover damages in the amount of 3 times the monthly rent
17 charged, together with the tenant's actual damages, the
18 tenant's costs, and reasonable attorney's fees. In an action
19 brought under this subsection, the tenant may also seek to
20 recover possession of the dwelling unit or terminate the
21 rental agreement.

22 Section 45. Tenant Bill of Rights.

23 (a) The rental of the following dwelling units shall not
24 be governed by this Act, unless the rental agreement thereof
25 is created to avoid the application of this Act:

1 (1) a dwelling unit in a hotel, motel, inn, bed-
2 and-breakfast establishment, rooming house, and boarding
3 house, but only until the dwelling unit has been occupied
4 by a tenant for 32 or more continuous days and the tenant
5 pays a monthly rent, exclusive of any period of wrongful
6 occupancy contrary to agreement with an owner. No landlord
7 shall bring an action to recover possession of the unit or
8 avoid renting monthly in order to avoid the application of
9 this Act. Any willful attempt to avoid application of this
10 Act by an owner may be punishable by a criminal or civil
11 action;

12 (2) a housing accommodation in any hospital, convent,
13 monastery, extended care facility, asylum or
14 not-for-profit home for the aged, temporary overnight
15 shelter, transitional shelter, dormitory owned and
16 operated by an elementary school, high school, or
17 institution of higher learning, student housing
18 accommodation wherein a housing agreement or housing
19 contract is entered into between the student and an
20 institution of higher learning or student housing wherein
21 the institution exercises control or supervision of the
22 student, or student housing owned and operated by a
23 tax-exempt organization affiliated with an institution of
24 higher learning;

25 (3) a dwelling unit that is occupied by a purchaser
26 pursuant to a real estate purchase contract prior to the

1 transfer of title to the property to the purchaser, or by a
2 seller of property pursuant to a real estate purchase
3 contract subsequent to the transfer of title from the
4 seller;

5 (4) a dwelling unit occupied by an employee of a
6 landlord whose right to occupancy is conditional upon
7 employment in or about the premises; and

8 (5) a dwelling unit in a cooperative occupied by a
9 holder of a proprietary lease.

10 (b) Identification of owner and agent.

11 (1) A landlord or any person authorized to enter into
12 an oral or written rental agreement on the landlord's
13 behalf shall disclose to the tenant in writing at or
14 before the commencement of the tenancy the name, address,
15 and telephone number of:

16 (A) the owner or person authorized to manage the
17 premises; and

18 (B) a person authorized to act for and on behalf of
19 the owner for the purpose of service of process and for
20 the purpose of receiving and receipting for notices
21 and demands.

22 (2) A person who enters into a rental agreement and
23 fails to comply with the requirements of this Section
24 becomes an agent of the landlord for the purpose of:

25 (A) service of process and receiving and
26 receipting for notices and demands; and

(B) performing the obligations of the landlord under this Act and under the rental agreement.

(3) The information required under this Section shall be kept current and this Section extends to and is enforceable against any successor landlord, owner, or manager.

(4) If the landlord fails to comply with this Section, the tenant may terminate the rental agreement under the notice provisions of paragraph (2) of subsection (e). If the landlord fails to comply with the requirements of this Section after receipt of written notice under paragraph (2) of subsection (e), the tenant shall recover one month's rent or actual damages, whichever is greater.

(c) Landlord's right of access.

(1) A tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit:

(A) to make a necessary or agreed repair, decoration, alteration, or improvement;

(B) to supply a necessary or agreed service;

(C) to conduct an inspection authorized or required by any governmental agency;

(D) to exhibit the dwelling unit to a prospective or actual purchaser, mortgagee, workman, or contractor;

(E) to exhibit the dwelling unit to a prospective tenant 60 days or less prior to the expiration of the

1 existing rental agreement;

2 (F) for practical necessity where repairs or
3 maintenance elsewhere in the building unexpectedly
4 require access;

5 (G) to determine a tenant's compliance with
6 provisions in the rental agreement; and

7 (H) in case of an emergency.

8 (2) A landlord shall not abuse the right of access or
9 use it to harass the tenant.

10 (3) Except in cases where access is authorized by
11 subsection (f) or (h), the landlord shall give the tenant
12 notice of the landlord's intent to enter of no less than 2
13 days.

14 (A) The notice shall be provided directly to each
15 dwelling unit by mail, telephone, written notice to
16 the dwelling unit, or by other reasonable means
17 designed in good faith to provide notice to the
18 tenant.

19 (B) If access is required because of repair work
20 for a common facility or other apartment, a general
21 notice may be given by the landlord to all potentially
22 affected tenants that entry may be required.

23 (C) In a case where access is authorized by
24 subsection (f) or (h), the landlord may enter the
25 dwelling unit without notice or consent of the tenant.
26 The landlord shall give the tenant notice of entry

1 within 2 days after entry.

2 (D) The landlord may enter only at a reasonable
3 time, except in the case of an emergency. Entry
4 between 8:00 a.m. and 8:00 p.m. or at any other time
5 expressly requested by the tenant is presumed
6 reasonable.

7 (d) The landlord shall maintain the premises in compliance
8 with all applicable provisions of the relevant law and shall
9 promptly make any and all repairs necessary to fulfill this
10 obligation.

11 (e) Tenant remedies.

12 (1) For purposes of this subsection, material
13 noncompliance with subsection (d) includes, but is not
14 limited to, the:

15 (A) failure to maintain the structural integrity
16 of the building or structure or parts thereof;

17 (B) failure to maintain floors in compliance with
18 the safe load-bearing requirements;

19 (C) failure to comply with the applicable
20 requirements for the number, width, construction,
21 location, or accessibility of exits;

22 (D) failure to maintain exit, stairway, fire
23 escape, or directional signs where required;

24 (E) failure to provide smoke alarms, smoke
25 detectors, sprinkler systems, standpipe systems, fire
26 alarm systems, automatic fire detectors, or fire

1 extinguishers where required;

2 (F) failure to maintain elevators as required by
3 law;

4 (G) failure to provide or maintain in good working
5 order a flush water closet, lavatory basin, bathtub or
6 shower, or kitchen sink;

7 (H) failure to maintain heating facilities or
8 gas-fired appliances as required by law;

9 (I) failure to provide heat or hot water in such
10 amounts and at such levels and times as required by
11 law;

12 (J) failure to provide hot and cold running water
13 as required by law;

14 (K) failure to provide adequate hall or stairway
15 lighting as required by law;

16 (L) failure to maintain the foundation, exterior
17 walls, or exterior roof in sound condition and repair,
18 substantially watertight, and protected against
19 rodents;

20 (M) failure to maintain floors, interior walls, or
21 ceilings in sound condition and good repair;

22 (N) failure to maintain windows, exterior doors,
23 or basement hatchways in sound condition and repair
24 and substantially tight, and to provide locks or
25 security devices as required by law, including
26 deadlatch locks, deadbolt locks, sash or ventilation

1 locks, and front door windows or peepholes;

2 (O) failure to supply screens where required by
3 law;

4 (P) failure to maintain stairways or porches in
5 safe condition and sound repair;

6 (Q) failure to maintain the basement or cellar in
7 a safe and sanitary condition;

8 (R) failure to maintain facilities, equipment, or
9 chimneys in safe and sound working condition;

10 (S) failure to prevent the accumulation of
11 stagnant water;

12 (T) failure to exterminate insects, rodents, or
13 other pests;

14 (U) failure to supply or maintain facilities for
15 refuse disposal;

16 (V) failure to prevent the accumulation of
17 garbage, trash, refuse, or debris as required by law;

18 (W) failure to provide adequate light or
19 ventilation as required by law;

20 (X) failure to maintain plumbing facilities,
21 piping, fixtures, appurtenances, and appliances in
22 good operating condition and repair;

23 (Y) failure to provide or maintain electrical
24 systems, circuits, receptacles, and devices as
25 required by law;

26 (Z) failure to maintain and repair any equipment

1 which the landlord supplies or is required to supply;
2 or

3 (AA) failure to maintain the dwelling unit and
4 common areas in a fit and habitable condition.

5 (2) If there is material noncompliance by the landlord
6 with a rental agreement or with subsection (d) either of
7 which renders the premises not reasonably fit and
8 habitable, the tenant, under the rental agreement, may
9 deliver a written notice to the landlord specifying the
10 acts or omissions constituting the material noncompliance
11 and specifying that the rental agreement will terminate on
12 a date not less than 14 days after receipt of the notice by
13 the landlord, unless the material noncompliance is
14 remedied by the landlord within the period specified in
15 the notice. If the material noncompliance is not remedied
16 within the period specified in the notice, the rental
17 agreement shall terminate, and the tenant shall deliver
18 possession of the dwelling unit to the landlord within 30
19 days after the expiration of the period specified in the
20 notice. If possession is not delivered, then the tenant's
21 notice shall be deemed withdrawn and the lease shall
22 remain in full force and effect. If the rental agreement
23 is terminated, the landlord shall return all prepaid rent,
24 security deposits, and interest recoverable by the tenant
25 under subsection (f).

26 (3) If the landlord fails to deliver possession of the

1 dwelling unit to the tenant in compliance with the
2 residential rental agreement or subsection (d), rent for
3 the dwelling unit shall abate until possession is
4 delivered, and the tenant may:

5 (A) upon written notice to the landlord, terminate
6 the rental agreement, and upon termination the
7 landlord shall return all prepaid rent and security;
8 or

9 (B) demand performance of the rental agreement by
10 the landlord and, if the tenant elects, maintain an
11 action for possession of the dwelling unit against the
12 landlord or any person wrongfully in possession and
13 recover the damages sustained by the tenant. If a
14 person's failure to deliver possession is willful, an
15 aggrieved person may recover from the person
16 withholding possession an amount not more than 2
17 months' rent or twice the actual damages sustained by
18 the tenant, whichever is greater.

19 (4) If there is material noncompliance by the landlord
20 with the rental agreement or with subsection (d), and the
21 reasonable cost of compliance does not exceed the greater
22 of \$500 or one-half of the monthly rent, the tenant may
23 recover damages for the material noncompliance or may
24 notify the landlord in writing of the tenant's intention
25 to correct the condition at the landlord's expense;
26 however, this paragraph is not applicable if the

1 reasonable cost of compliance exceeds one month's rent. If
2 the landlord fails to correct the defect within 14 days
3 after being notified by the tenant in writing or as
4 promptly as conditions require in the case of an
5 emergency, the tenant may have the work done in a
6 workmanlike manner and in compliance with existing law and
7 building regulations and, after submitting to the landlord
8 a paid bill from an appropriate tradesperson or supplier,
9 deduct from the tenant's rent the amount thereof, not to
10 exceed the limits specified by this paragraph and not to
11 exceed the reasonable price then customarily charged for
12 the work. A tenant shall not repair at the landlord's
13 expense if the condition was caused by the deliberate or
14 negligent act or omission of the tenant, a member of the
15 tenant's family, or other person on the premises with the
16 tenant's consent.

17 (A) Before correcting a condition affecting
18 facilities shared by more than one dwelling unit, the
19 tenant shall notify all other affected tenants and
20 shall cause the work to be done so as to create the
21 least practical inconvenience to the other tenants.
22 Nothing herein shall be deemed to grant any tenant any
23 right to repair any common element or dwelling unit in
24 a building subject to a condominium regime other than
25 in accordance with the declaration and bylaws of the
26 condominium building, so long as the declaration and

1 bylaws have not been created to avoid the application
2 of this Act.

3 (B) For purposes of mechanics' lien laws, repairs
4 performed or materials furnished under this paragraph
5 shall not be construed as having been performed or
6 furnished pursuant to the authority of or with
7 permission of the landlord.

8 (5) If there is material noncompliance by the landlord
9 with the rental agreement or with subsection (d), the
10 tenant may notify the landlord in writing of the tenant's
11 intention to withhold from the monthly rent an amount
12 which reasonably reflects the reduced value of the
13 premises due to the material noncompliance. If the
14 landlord fails to correct the condition within 14 days
15 after being notified by the tenant in writing, the tenant
16 may, during the time the failure continues, deduct from
17 the rent the stated amount. A tenant shall not withhold
18 rent under this paragraph if the condition was caused by
19 the deliberate or negligent act or omission of the tenant,
20 a member of the tenant's family, or other person on the
21 premises with the tenant's consent.

22 (6) If there is material noncompliance by the landlord
23 with the rental agreement or with subsection (d), the
24 tenant may obtain injunctive relief or recover damages by
25 claim or defense. This paragraph does not preclude the
26 tenant from obtaining other relief to which the tenant may

1 be entitled under this Act.

2 (7) If there is material noncompliance by the landlord
3 with the rental agreement or with subsection (d), either
4 of which constitutes an immediate danger to the health and
5 safety of the tenant or, if, contrary to the rental
6 agreement or subsection (d), the landlord fails to supply
7 heat, running water, hot water, electricity, gas, or
8 plumbing, the tenant may give written notice to the
9 landlord specifying the material noncompliance or failure.
10 If the landlord has, pursuant to this paragraph or in the
11 rental agreement, informed the tenant of an address at
12 which a notice to the landlord is to be received, the
13 tenant shall mail or deliver the written notice required
14 in this paragraph to that address. If the landlord has not
15 informed the tenant of an address at which a notice to the
16 landlord is to be received, the written notice required in
17 this paragraph shall be delivered by mail to the last
18 known address of the landlord or by other reasonable means
19 designed in good faith to provide written notice to the
20 landlord. After the notice is delivered, the tenant may,
21 during the period of the landlord's noncompliance or
22 failure:

23 (A) procure reasonable amounts of heat, running
24 water, hot water, electricity, gas, or plumbing
25 service, as the case may be and upon presentation to
26 the landlord of paid receipts deduct the cost from the

1 rent;

2 (B) recover damages based on the reduction in the
3 fair rental value of the dwelling unit;

4 (C) procure substitute housing, in which case the
5 tenant is excused from paying rent for the period of
6 the landlord's noncompliance. The tenant may recover
7 the cost of the reasonable value of the substitute
8 housing up to an amount equal to the monthly rent for
9 each month or portion thereof of noncompliance as
10 prorated;

11 (D) withhold from the monthly rent an amount that
12 reasonably reflects the reduced value of the premises
13 due to the material noncompliance or failure if the
14 landlord fails to correct the condition within 24
15 hours after being notified by the tenant; however, no
16 rent shall be withheld if the failure is due to the
17 inability of the utility provider to provide service;
18 or

19 (E) terminate the rental agreement by written
20 notice to the landlord if the material noncompliance
21 or failure persists for more than 72 hours after the
22 tenant has notified the landlord of the material
23 noncompliance or failure; however, no termination
24 shall be allowed if the failure is due to the inability
25 of the utility provider to provide service. If the
26 rental agreement is terminated, the landlord shall

1 return all prepaid rent, security deposits, and
2 interest thereon in accordance with subsection (f),
3 and tenant shall deliver possession of the dwelling
4 unit to the landlord within 30 days after the
5 expiration of the 72-hour period specified in the
6 notice. If possession is not delivered, then the
7 tenant's notice shall be deemed withdrawn and the
8 lease shall remain in full force and effect.

9 If the tenant proceeds under this paragraph, the
10 tenant may not proceed under subsection (4) or (5). The
11 tenant may not exercise the tenant's rights under this
12 paragraph if the condition was caused by the deliberate or
13 negligent act or omission of the tenant, a member of the
14 tenant's family, or other person on the premises with the
15 tenant's consent. Before correcting a condition, the
16 repair of which will affect more than the tenant's own
17 dwelling unit, the tenant shall notify all other tenants
18 affected and shall cause the work to be done so as to
19 result in the least practical inconvenience to other
20 tenants.

21 (8) If the dwelling unit or common area are damaged or
22 destroyed by fire or casualty to an extent that the
23 dwelling unit is in material noncompliance with the rental
24 agreement or with subsection (d), the tenant may:

25 (A) immediately vacate the premises and notify the
26 landlord in writing within 14 days thereafter of the

1 tenant's intention to terminate the rental agreement,
2 in which case the rental agreement terminates as of
3 the date of the fire or casualty;

4 (B) if continued occupancy is lawful, vacate any
5 part of the dwelling unit rendered unusable by the
6 fire or casualty, in which case the tenant's liability
7 for rent is reduced in proportion to the reduction in
8 the fair rental value of the dwelling unit; or

9 (C) if the tenant desires to continue the tenancy,
10 and if the landlord has promised or begun work to
11 repair the damage or destruction but fails to carry
12 out the work to restore the dwelling unit or common
13 area diligently and within a reasonable time, notify
14 the landlord in writing within 14 days after the
15 tenant becomes aware that the work is not being
16 carried out diligently or within a reasonable time of
17 the tenant's intention to terminate the rental
18 agreement, in which case the rental agreement
19 terminates as of the date of the fire or casualty.

20 If the rental agreement is terminated under this
21 paragraph, the landlord shall return all security deposits
22 and prepaid rent in accordance with subsection (f).
23 Accounting for rent in the event of termination or
24 apportionment shall be made as of the date of the fire or
25 casualty. A tenant may not exercise remedies in this
26 paragraph if the fire or casualty damage was caused by the

1 deliberate or negligent act or omission of the tenant, a
2 member of the tenant's family, or a person on the premises
3 with the tenant's consent.

4 (f) Security deposits.

5 (1) A landlord shall hold all security deposits
6 received by the landlord in a federally insured
7 interest-bearing account in a bank, savings and loan
8 association, or other financial institution located in the
9 State. A security deposit and interest due thereon shall
10 continue to be the property of the tenant making the
11 deposit, shall not be commingled with the assets of the
12 landlord, and shall not be subject to the claims of any
13 creditor of the landlord or of the landlord's successors
14 in interest, including a foreclosing mortgagee or trustee
15 in bankruptcy.

16 (2) Notwithstanding paragraph (1), a landlord may
17 accept the payment of the first month's rent and security
18 deposit in one check or one electronic funds transfer, and
19 deposit the check or electronic funds transfer into one
20 account, if within 5 business days of the acceptance of
21 the check or electronic transfer, the landlord transfers
22 the amount of the security deposit into a separate account
23 that complies with paragraph (1).

24 (3) The name and address of the financial institution
25 where the security deposit will be deposited shall be
26 clearly and conspicuously disclosed in the written rental

1 agreement signed by the tenant. If no written rental
2 agreement is provided, the landlord shall, within 14 days
3 of receipt of the security deposit, notify the tenant in
4 writing of the name and address of the financial
5 institution where the security deposit was deposited.

6 (4) If, during the pendency of the rental agreement, a
7 security deposit is transferred from one financial
8 institution to another, the landlord shall, within 14 days
9 of the transfer, notify the tenant in writing of the name
10 and address of the new financial institution.

11 (5) Notwithstanding paragraph (1) of subsection (a), a
12 landlord shall not be considered to be commingling the
13 security deposits with the landlord's assets if there is
14 excess interest in the account in which the security
15 deposits are deposited. As used in this paragraph, "excess
16 interest" means the amount of money in excess of the total
17 amount of security deposits deposited into the account
18 plus any interest due thereon.

19 (6) Except as provided for in paragraph (7), any
20 landlord who receives a security deposit from a tenant or
21 prospective tenant shall give the tenant or prospective
22 tenant at the time of receiving the security deposit a
23 receipt indicating the amount of the security deposit, the
24 name of the person receiving it, and, in the case of the
25 agent, the name of the landlord for whom the security
26 deposit is received, the date on which it is received, and

1 a description of the dwelling unit. The receipt shall be
2 signed by the person receiving the security deposit.
3 Failure to comply with this paragraph shall entitle the
4 tenant to immediate return of the security deposit.

5 (7) Upon payment of the security deposit by means of
6 an electronic funds transfer, the landlord shall give the
7 tenant a receipt that complies with paragraph (6) or an
8 electronic receipt that acknowledges the receipt of the
9 security deposit. The electronic receipt shall set forth
10 the date of the receipt of the security deposit, the
11 amount of the deposit, a description of the dwelling unit,
12 and an electronic or digital signature of the person
13 receiving the deposit.

14 (8) A landlord who holds a security deposit or prepaid
15 rent pursuant to this subsection for more than 6 months
16 shall pay interest to the tenant accruing from the
17 beginning date of the rental term specified in the rental
18 agreement. The landlord shall, within 30 days after the
19 end of each 12-month rental period, pay to the tenant any
20 interest, by cash or credit, to be applied to the rent due.

21 (9) The landlord shall, within 45 days after the date
22 that the tenant vacates the dwelling unit or within 7 days
23 after the date that the tenant provides notice of
24 termination of the rental agreement pursuant to paragraph
25 (5) of subsection (e), return to the tenant the security
26 deposit or any balance thereof and the required interest

1 thereon; however, the landlord, or successor landlord, may
2 deduct from the security deposit or interest due thereon
3 for:

4 (A) any unpaid rent which has not been validly
5 withheld or deducted pursuant to State or federal law
6 or local ordinance; and

7 (B) a reasonable amount necessary to repair any
8 damage caused to the premises by the tenant or any
9 person under the tenant's control or on the premises
10 with the tenant's consent, reasonable wear and tear
11 excluded. In case of such damage, the landlord shall
12 deliver or mail to the last known address of the tenant
13 within 30 days an itemized statement of the damages
14 allegedly caused to the premises and the estimated or
15 actual cost for repairing or replacing each item on
16 that statement, attaching copies of the paid receipts
17 for the repair or replacement. If an estimated cost is
18 given, the landlord shall furnish the tenant with
19 copies of paid receipts or a certification of actual
20 costs of repairs of damage if the work was performed by
21 the landlord's employees within 30 days from the date
22 the statement showing estimated cost was furnished to
23 the tenant.

24 (10) If there is a sale, lease, transfer of ownership
25 or control, or other direct or indirect disposition of
26 residential real property by a landlord who has received a

1 security deposit or prepaid rent from a tenant, the
2 successor landlord of the property shall be liable to that
3 tenant for any security deposit, including statutory
4 interest, or prepaid rent which the tenant has paid to the
5 transferor.

6 (11) The successor landlord shall, within 14 days from
7 the date of the transfer, notify the tenant who made the
8 security deposit by delivering or mailing to the tenant's
9 last known address that the security deposit was
10 transferred to the successor landlord and that the
11 successor landlord is holding the security deposit. The
12 notice shall contain the successor landlord's name,
13 business address, and business telephone number of the
14 successor landlord's agent, if any. The notice shall be in
15 writing.

16 (12) The transferor shall remain jointly and severally
17 liable with the successor landlord to the tenant for the
18 security deposit or prepaid rent, unless and until the
19 transferor transfers the security deposit or prepaid rent
20 to the successor landlord and provides notice, in writing,
21 to the tenant of the transfer of the security deposit or
22 prepaid rent, specifying the name, business address and
23 business telephone number of the successor landlord or the
24 successor landlord's agent within 10 days of the transfer.

25 (13) Subject to paragraphs (14) and (15), if the
26 landlord fails to comply with any provision of paragraphs

1 (1) through (12), the tenant shall be awarded damages in
2 an amount equal to 2 times the security deposit plus
3 interest. This paragraph does not preclude the tenant from
4 recovering other damages to which the tenant may be
5 entitled to under this Act.

6 (14) If a landlord pays the interest on a security
7 deposit or prepaid rent within the 30-day period provided
8 for in paragraph (8), or within the 45-day period provided
9 for in paragraph (9), whichever is applicable, but the
10 amount of interest is deficient, the landlord shall not be
11 liable for damages under paragraph (13) unless:

12 (A) the tenant gives written notice to the
13 landlord that the amount of the interest returned was
14 deficient; and

15 (B) within 14 days of the receipt of the notice,
16 the landlord fails to either:

17 (i) pay to the tenant the correct amount of
18 interest due plus \$50; or

19 (ii) provide to the tenant a written response
20 which sets forth an explanation of how the
21 interest paid was calculated.

22 (15) If the tenant disagrees with the calculation of
23 the interest, as set forth in the written response, the
24 tenant may bring a cause of action in a court of competent
25 jurisdiction challenging the correctness of the written
26 response. If the court determines that the interest

1 calculation was not accurate, the tenant shall be awarded
2 damages in an amount equal to 2 times the security deposit
3 plus interest.

4 (g) Tenants' notification of foreclosure action.

5 (1) Within 7 days of being served a foreclosure
6 complaint, as defined in Section 15-1504 of the Code of
7 Civil Procedure, an owner or landlord of premises that are
8 the subject of the foreclosure complaint shall disclose,
9 in writing, to all tenants of the premises that a
10 foreclosure action has been filed against the owner or
11 landlord. An owner or landlord shall also disclose, in
12 writing, the notice of foreclosure to any other third
13 party who has a consistent pattern and practice of paying
14 rent to the owner or landlord on behalf of a tenant.

15 (2) Before a tenant initially enters into a rental
16 agreement for a dwelling unit, the owner or landlord shall
17 disclose, in writing, that the owner or landlord is named
18 in a foreclosure complaint. The written disclosure shall
19 include the court in which the foreclosure action is
20 pending, the case name, and case number and shall include
21 the following language: "This is not a notice to vacate
22 the premises. This notice does not mean ownership of the
23 building has changed. All tenants are still responsible
24 for the payment of rent and other obligations under the
25 rental agreement. The owner or landlord is still
26 responsible for the owner's or landlord's obligations

1 under the rental agreement. You shall receive additional
2 notice if there is a change in owner."

3 (3) If the owner or landlord fails to comply with this
4 subsection, the tenant may terminate the rental agreement
5 by written notice. The written notice shall specify the
6 date of termination no later than 30 days from the date of
7 the written notice. In addition, if a tenant in a civil
8 legal proceeding against an owner or landlord establishes
9 that a violation of this subsection has occurred, the
10 tenant shall be entitled to recover \$200 in damages, in
11 addition to any other damages or remedies to which the
12 tenant may also be entitled.

13 (h) It is declared to be against public policy of the State
14 for a landlord to take retaliatory action against a tenant,
15 except for violation of a rental agreement or violation of a
16 law or ordinance. A landlord may not knowingly terminate a
17 tenancy, increase rent, decrease services, bring or threaten
18 to bring a lawsuit against a tenant for possession, or refuse
19 to renew a lease or tenancy because the tenant has, in good
20 faith:

21 (1) complained of a violation applicable to the
22 premises to a competent governmental agency, elected
23 representative, or public official charged with the
24 responsibility for enforcement of a building, housing,
25 health, or similar requirement;

26 (2) complained of a building, housing, health, or

1 similar violation or an illegal landlord practice to a
2 community organization or the news media;

3 (3) sought the assistance of a community organization
4 or the news media to remedy a violation or illegal
5 landlord practice;

6 (4) requested the landlord to make repairs to the
7 premises as required by a building code, health ordinance,
8 other regulation, or the residential rental agreement;

9 (5) becomes a member of a tenant's union or similar
10 organization;

11 (6) testified in any court or administrative
12 proceeding concerning the condition of the premises; or

13 (7) exercised any right or remedy provided by law.

14 If the landlord acts in violation of this subsection, the
15 tenant has a defense in any retaliatory action against the
16 landlord for possession and is entitled to recover possession
17 or terminate the rental agreement and, in either case, recover
18 an amount equal to and not more than 2 months' rent or twice
19 the damages sustained by the tenant, whichever is greater, and
20 reasonable attorney's fees. If the rental agreement is
21 terminated, the landlord shall return all security deposits
22 and interest recoverable under subsection (f) and all prepaid
23 rent. In an action by or against the tenant, if there is
24 evidence of tenant conduct protected herein within one year
25 prior to the alleged act of retaliation, that evidence shall
26 create a rebuttable presumption that the landlord's conduct

1 was retaliatory. The presumption shall not arise if the
2 protected tenant activity was initiated after the alleged act
3 of retaliation.

4 Section 50. Prohibition of waiver. The provisions of this
5 Act may not be waived, and any term of any rental agreement,
6 contract, or other agreement that purports to waive or limit a
7 tenant's substantive or procedural rights under this Act is
8 contrary to public policy, void, and unenforceable.

9 Section 55. Cumulative rights, obligations, and remedies.
10 The rights, obligations, and remedies set forth in this Act
11 shall be cumulative and in addition to any others available at
12 law or in equity.

13 Section 60. The State Finance Act is amended by adding
14 Section 5.970 as follows:

15 (30 ILCS 105/5.970 new)

16 Sec. 5.970. The Small Landlord Repairs and Improvement
17 Fund.

18 Section 65. The Illinois Income Tax Act is amended by
19 adding Section 232 as follows:

20 (35 ILCS 5/232 new)

1 Sec. 232. Rental property capital improvement credit.

2 (a) For taxable years beginning after this amendatory Act
3 of the 102nd General Assembly, there shall be allowed a tax
4 credit against the tax imposed by subsections (a) and (b) of
5 Section 201 equal to 3% of the real property taxes paid by a
6 qualified taxpayer for each dwelling that the qualified
7 taxpayer owns and that contains at least one dwelling unit for
8 which a rental registration fee was paid. To be qualified to
9 claim this credit, the taxpayer shall own no more than 12
10 dwelling units, occupy a dwelling unit as the taxpayer's
11 principal residence, and not charge rent that exceeds the
12 applicable median area rent.

13 (b) For taxable years beginning after this amendatory Act
14 of the 102nd General Assembly, there shall be allowed a tax
15 credit against the tax imposed by subsections (a) and (b) of
16 Section 201 in an amount equal to the amount of capital
17 improvements to a dwelling that a taxpayer owns and that
18 contains at least one dwelling unit for which a rental
19 registry fee was paid. The credit allowed under this
20 subsection in no case may exceed 25% of the real property taxes
21 paid by the taxpayer for the dwelling for which improvements
22 are claimed.

23 (c) A taxpayer may apply for a tax credit under subsection
24 (a) or (b), or both.

25 (d) To obtain a tax credit or tax credits pursuant to this
26 Section, the taxpayer shall apply with the Department of

Commerce and Economic Opportunity. The Department of Commerce and Economic Opportunity shall determine the amount of eligible amounts under subsection (a) or capital improvements under subsection (b). Upon approval of a tax credit, the Department of Commerce and Economic Opportunity shall issue a certificate in the amount of the eligible credits. The taxpayer shall attach the certificate to the tax return on which the credits are to be claimed. The Department of Commerce and Economic Opportunity may adopt rules to implement this Section.

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

(f) As used in this Section:

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

"Dwelling" has the meaning given to it in the Tenant Protection Act.

"Dwelling unit" has the meaning given to it in the Tenant Protection Act.

"Median area rent" has the meaning given to it in the Tenant Protection Act.

"Rental registry fee" has the meaning given to it in the Tenant Protection Act.

Section 70. The Code of Civil Procedure is amended by

1 changing Sections 9-207, 9-209, 9-210, and 9-211 and by adding
2 Section 9-205.5 as follows:

3 (735 ILCS 5/9-205.5 new)

4 Sec. 9-205.5. Refusal to renew. In all tenancies or leases
5 for a term of one year or more, after the lease expires, where
6 the lessee refuses to renew or extend the rental agreement
7 within 14 days after receiving written notice requesting that
8 the lessee renew the tenancy on substantially similar terms as
9 existed under the prior lease, the lessee's tenancy shall
10 terminate not fewer than 30 days after the 14-day decision
11 period expires.

12 To provide the lessor the right to terminate the tenancy
13 under this Section, the written notice shall include
14 substantially the following language: "You must notify your
15 landlord of your decision to continue or renew your tenancy
16 within 14 days of the date of this notice. If you do not
17 continue or renew your lease, then your tenancy at the
18 premises now occupied by you, being, etc. (here describe the
19 premises), shall terminate 30 days after this date (dated at
20 least 14 days after the date of the notice). If you choose not
21 to renew or continue your lease, nothing in this notice shall
22 affect your obligation to pay rent through (here insert date
23 on which the tenancy shall be terminated if the lessee does not
24 elect to renew or continue the lease)."

1 (735 ILCS 5/9-207) (from Ch. 110, par. 9-207)

2 Sec. 9-207. Termination of a tenancy for other good cause.

3 Notice to terminate tenancy for less than a year.

4 (a) The lessor may seek, in good faith, to recover
5 possession of the premises so that the lessor or the lessor's
6 spouse, domestic partner, child, parent, grandparent, sibling,
7 or grandchild may occupy the premises as that person's
8 principal residence for a period of no fewer than 24
9 continuous months. The lessor or qualified relative shall move
10 into the premises within 3 months after the original lessee
11 vacates the unit. The lessor shall provide the lessee with
12 written notice of no fewer than 120 days before the lessor
13 intends to occupy the premises before the lessor may terminate
14 the lease. The notice shall be dated and shall identify the
15 date, at least 120 days after the notice is served, on which
16 the lessee's tenancy is terminated. The notice shall state
17 that the lessee is entitled to relocation assistance in the
18 amount of \$3,000 or 3 months' rent, whichever is greater,
19 payable within 14 days before the termination of the lessee's
20 tenancy.

21 (1) If the lessor recovers possession under this
22 subsection, and continuous occupancy by the lessor or the
23 lessor's qualified relative is for fewer than 24 months,
24 the lessor shall be presumed to be in violation of this
25 subsection and liable to the original lessee for twice the
26 relocation assistance due to the tenant prior to the

1 tenant's move from the premises.

2 (2) If the lessor recovers possession under this
3 subsection, but the lessor or the lessor's qualified
4 relative fails to occupy the premises within 3 months of
5 the expiration of the notice period, the lessor shall be
6 presumed to be in violation of this subsection and liable
7 to the original lessee for twice the relocation assistance
8 due to the tenant prior to the tenant's move from the
9 premises.

10 (3) The lessor may not recover possession of the
11 premises under this subsection if the lessee notified the
12 lessor, prior to the lessor's recovery of the premises,
13 that the lessee:

14 (A) has a disability, as that term is defined
15 under the Americans with Disabilities Act (Section
16 12102(1) of Title 42 of the U.S. Code); or

17 (B) is suffering from a life-threatening illness
18 as certified by the lessee's treating physician.

19 (4) If a substantially equivalent replacement dwelling
20 unit is vacant and available, that unit may be made
21 available to the original lessee at a substantially
22 similar rental rate as the lessee's current lease. The
23 lessee may reject this substitute unit without prejudice
24 to the lessee's rights to notice and relocation assistance
25 under this subsection. Except as provided in Section
26 9-207.5 of this Code, in all cases of tenancy from week to

1 week, where the tenant holds over without special
2 agreement, the landlord may terminate the tenancy by 7
3 days' notice, in writing, and may maintain an action for
4 eviction or ejectment.

5 (b) If the lessor, in good faith, seeks to recover
6 possession of the premises:

7 (1) in order to comply with a court's or government
8 agency's order to vacate, order to comply, order to abate,
9 or any other order that necessitates the vacating of the
10 dwelling unit as a result of a violation of the housing or
11 building code or other provision of law. The landlord
12 shall promptly provide the tenant with a notice of vacate
13 within the time mandated by the court or government
14 agency, and include a copy of the order; or

15 (2) if the lessor offers the lessee a substantially
16 equivalent replacement unit that is vacant and available
17 and offered at a substantially similar rental rate as the
18 original premises, the lessee may reject the lessor's
19 offer of the replacement unit without prejudicing the
20 lessee's right to relocation assistance. The notice shall
21 state that the lessee is entitled to relocation assistance
22 in the amount of \$3,000 or 3 months' rent, whichever is
23 greater, payable within 14 days before the termination of
24 the lessee's tenancy. If the lessee prevails on a claim
25 that the lessor did not act in good faith in seeking to
26 recover possession under this subsection, the lessor shall

1 be liable for twice the relocation assistance that would
2 be due to the lessee had the lessor acted in compliance
3 with the requirements of this subsection, together with
4 the lessee's reasonable attorney's fees and costs. Except
5 as provided in Section 9-207.5 of this Code, in all cases
6 of tenancy for any term less than one year, other than
7 tenancy from week to week, where the tenant holds over
8 without special agreement, the landlord may terminate the
9 tenancy by 30 days' notice, in writing, and may maintain
10 an action for eviction or ejectment.

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

1 reasonable attorney's fees and costs.

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

12 (e) A landlord of an owner-occupied building of 6 units or
13 fewer who pays a relocation assistance fee pursuant to
14 subsection (a), (b), or (c) may apply to the Illinois Housing
15 Development Authority for reimbursement of up to one-half of
16 the amount paid to the tenant upon proper documentation of
17 payment as determined by the Illinois Housing Development
18 Authority.

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

20 (735 ILCS 5/9-209) (from Ch. 110, par. 9-209)

21 Sec. 9-209. Demand for rent - eviction action. A landlord
22 or his or her agent may, any time after rent is due, demand
23 payment thereof and notify the tenant, in writing, that unless
24 payment is made within a time mentioned in such notice, not
25 less than 5 days after service thereof, the lease will be

1 terminated. If the tenant does not pay the rent due within the
2 time stated in the notice under this Section, the landlord may
3 consider the lease ended and commence an eviction or ejectment
4 action without further notice or demand. A claim for rent may
5 be joined in the complaint, including a request for the pro
6 rata amount of rent due for any period that a judgment is
7 stayed, and a judgment obtained for the amount of rent found
8 due, in any action or proceeding brought, in an eviction
9 action under this Section.

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

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

21 Tender Collection by the landlord of past rent due after
22 the filing of a suit for eviction or ejectment pursuant to
23 failure of the tenant to pay the rent demanded in the notice
24 shall not invalidate the suit, if the rent then due is tendered
25 prior to trial being held in the suit for eviction or
26 ejectment.

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

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

Sec. 9-210. Notice to quit. When default is made in any of the material terms of a lease that results in a significant disturbance of the peaceful enjoyment of the property; significant damage to the property caused willfully or negligently, use of any part of the property for criminal activity that significantly threatens health, safety, or peaceful enjoyment of the property, or has a significant adverse effect on the management of the property, or wrongful denial of access to the premises on 3 or more occasions in a 12-month period to a person duly authorized by the lessor to enter the premises, if the legal requirements for the entries were observed, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the material terms of such lease, if the notice instructs how the alleged default may be cured before the end of the notice period and allows the lessee to meet to discuss the alleged default with the lessor or the lessor's agent that affords the lessee with a meaningful opportunity to remedy the alleged default. Such notice may be substantially in the following 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 (dated, etc.) to discuss this notice and how an
7 eviction action can be avoided. IF YOU DO NOT VACATE OR CURE
8 THIS DEFAULT WITHIN 10 DAYS BY (here explain how the alleged
9 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
14 not 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 Any demand or notice served shall be accessible to the
2 tenant, including by being presented in the language the
3 lessor knows or should know is the lessee's primary language,
4 containing an explicit statement of the basis for the notice
5 or demand with sufficient specificity to allow the lessee to
6 prepare a defense, and bearing the following statement: "You
7 may wish to contact a lawyer or local legal aid or housing
8 counseling agency to discuss any rights that you may have."

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

10 Section 75. The Condominium Property Act is amended by
11 changing Section 30 as follows:

12 (765 ILCS 605/30) (from Ch. 30, par. 330)

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

14 (a) (1) No real estate may be submitted to the provisions
15 of the Act as a conversion condominium unless (i) a notice of
16 intent to submit the real estate to this Act (notice of intent)
17 has been given to all persons who were tenants of the building
18 located on the real estate on the date the notice is given.
19 Such notice shall be given at least 30 days, and not more than
20 one year prior to the recording of the declaration which
21 submits the real estate to this Act; and (ii) the developer
22 executes and acknowledges a certificate which shall be
23 attached to and made a part of the declaration and which
24 provides that the developer, prior to the execution by him or

1 his agent of any agreement for the sale of a unit, has given a
2 copy of the notice of intent to all persons who were tenants of
3 the building located on the real estate on the date the notice
4 of intent was given.

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

13 (A) the tenant's actual moving expenses incurred
14 when moving from the subject property, not to exceed
15 \$1,500;

16 (B) 3 months' rent at the subject property; and

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

18 (b) Any developer of a conversion condominium must, upon
19 issuing the notice of intent, publish and deliver along with
20 such notice of intent, a schedule of selling prices for all
21 units subject to the condominium instruments and offer to sell
22 such unit to the current tenants, except for units to be
23 vacated for rehabilitation subsequent to such notice of
24 intent. Such offer shall not expire earlier than 30 days after
25 receipt of the offer by the current tenant, unless the tenant
26 notifies the developer in writing of his election not to

1 purchase the condominium unit.

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

11 (d) Each lessee in a conversion condominium shall be
12 informed in writing by the developer at the time the notice of
13 intent is given whether the lessee's his tenancy will be
14 renewed or terminated upon its expiration. If the tenancy is
15 to be renewed, the tenant shall be informed of all charges,
16 rental or otherwise, in connection with the new tenancy and
17 the length of the term of occupancy proposed in conjunction
18 therewith. If the tenancy is to be terminated upon expiration
19 of the notice period, the tenant shall be entitled to
20 relocation assistance in the amount of 3 times the rent
21 charged for the unit or \$3,000, whichever is greater, payable
22 to the tenant within 14 days prior to the expiration of the
23 notice period. If the tenancy is to be terminated, the notice
24 of intent shall inform the tenant that relocation assistance
25 shall be paid within 14 days prior to the expiration of the
26 notice period. If the relocation assistance is not paid within

1 14 days prior to the expiration of the notice period, then the
2 lessor shall pay to the lessee twice the relocation assistance
3 due to the lessee. If the lessee prevails on a claim that the
4 lessor failed to pay relocation assistance required by this
5 Section, the lessee shall be entitled to recover the lessee's
6 reasonable attorney's fees and costs. Failure to pay the
7 relocation assistance is an affirmative defense and
8 counterclaim to any action brought under Article IX of the
9 Code of Civil Procedure.

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

1 conveying the unit to the purchaser which contains a statement
2 to the effect that the tenant of the unit either waived or
3 failed to exercise the right of first refusal or option or had
4 no right of first refusal or option with respect to the unit
5 shall extinguish any legal or equitable right or interest to
6 the possession or acquisition of the unit which the tenant may
7 have or claim with respect to the unit arising out of the right
8 of first refusal or option provided for in this Section. The
9 foregoing provision shall not affect any claim which the
10 tenant may have against the landlord for damages arising out
11 of the right of first refusal provided for in this Section.

12 (f) During the 30-day period after the giving of notice of
13 an executed contract in which the tenant may exercise the
14 right of first refusal, the developer shall grant to such
15 tenant access to any portion of the building to inspect any of
16 its features or systems and access to any reports, warranties,
17 or other documents in the possession of the developer which
18 reasonably pertain to the condition of the building. Such
19 access shall be subject to reasonable limitations, including
20 as to hours. The refusal of the developer to grant such access
21 is a business offense punishable by a fine of \$500. Each
22 refusal to an individual lessee who is a potential purchaser
23 is a separate violation.

24 (g) Any notice provided for in this Section shall be
25 deemed given when a written notice is delivered in person or
26 mailed, certified or registered mail, return receipt requested

1 to the party who is being given the notice.

2 (h) Prior to their initial sale, units offered for sale in
3 a conversion condominium and occupied by a tenant at the time
4 of the offer shall be shown to prospective purchasers only a
5 reasonable number of times and at appropriate hours. Units may
6 only be shown to prospective purchasers during the last 90
7 days of any expiring tenancy.

8 (i) Any provision in any lease or other rental agreement,
9 or any termination of occupancy on account of condominium
10 conversion, not authorized herein, or contrary to or waiving
11 the foregoing provisions, shall be deemed to be void as
12 against public policy.

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

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

19 (l) Nothing in this Section shall affect any provision in
20 any lease or rental agreement in effect before this Act
21 becomes law.

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

25 (Source: P.A. 101-81, eff. 7-12-19.)

1 (50 ILCS 825/Act rep.)

2 Section 80. The Rent Control Preemption Act is repealed.

3 Section 97. Severability. The provisions of this Act are
4 severable under Section 1.31 of the Statute on Statutes.

5 Section 99. Effective date. This Act takes effect upon
6 becoming law.

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2

Statutes amended in order of appearance

3 New Act

4 30 ILCS 105/5.970 new

5 35 ILCS 5/232 new

6 735 ILCS 5/9-205.5 new

7 735 ILCS 5/9-207 from Ch. 110, par. 9-207

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

11 765 ILCS 605/30 from Ch. 30, par. 330

12 50 ILCS 825/Act rep.