



Sen. Laura Ellman

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10300HB2217sam002

LRB103 25346 LNS 61959 a

1 AMENDMENT TO HOUSE BILL 2217

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 2217 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Radon Awareness Act is amended by  
5 changing Sections 5 and 20 and by adding Sections 26, 30, and  
6 35 as follows:

7 (420 ILCS 46/5)

8 Sec. 5. Definitions. As used in this Act, unless the  
9 context otherwise requires:

10 ~~(a)~~ "Agent" means a licensed real estate "broker" or  
11 "salesperson", as those terms are defined in Section 1-10 of  
12 the Real Estate License Act of 2000, acting on behalf of a  
13 seller or buyer of residential real property.

14 ~~(b)~~ "Buyer" means any individual, partnership,  
15 corporation, or trustee entering into an agreement to purchase  
16 any estate or interest in real property.

1       "Dwelling unit" means a room or suite of rooms used for  
2 human habitation. "Dwelling unit" includes a mobile home, a  
3 single family residence, each living unit in a multiple family  
4 residence, and each living unit in a mixed use building.

5       ~~(c)~~ "Final settlement" means the time at which the parties  
6 have signed and delivered all papers and consideration to  
7 convey title to the estate or interest in the residential real  
8 property being conveyed.

9       "Lease" means an oral or written agreement under which a  
10 lessor allows a tenant to use the property for a specified rent  
11 and period of time.

12       "Lessor" means any person or entity that leases a dwelling  
13 unit to a tenant. "Lessor" includes, but is not limited to, an  
14 individual, company, corporation, firm, group, association,  
15 partnership, joint venture, trust, government agency, or  
16 subdivision thereof.

17       ~~(d)~~ "IEMA" means the Illinois Emergency Management Agency  
18 Division of Nuclear Safety.

19       ~~(e)~~ "Mitigation" means measures designed to permanently  
20 reduce indoor radon concentrations according to procedures  
21 described in 32 Illinois Administrative Code Part 422.

22       "Mobile home" has the meaning given to that term in  
23 Section 10 of the Manufactured Home Quality Assurance Act.

24       "Radon" means a gaseous radioactive decay product of  
25 uranium or thorium.

26       "Radon contractor" means a person licensed under the Radon

1 Industry Licensing Act to perform radon mitigation or  
2 measurement in an indoor atmosphere.

3 ~~(f)~~ "Radon hazard" means exposure to indoor radon  
4 concentrations at or in excess of the United States  
5 Environmental Protection Agency's, or IEMA's recommended Radon  
6 Action Level.

7 ~~(g)~~ "Radon test" means a measurement of indoor radon  
8 concentrations in accordance with 32 Illinois Administrative  
9 Code Part 422 for performing radon measurements ~~within the~~  
10 ~~context of a residential real property transaction.~~

11 ~~(h)~~ "Residential real property" means any estate or  
12 interest in a manufactured housing lot or a parcel of real  
13 property, improved with not less than one nor more than 4  
14 residential dwelling units.

15 ~~(i)~~ "Seller" means any individual, partnership,  
16 corporation, or trustee transferring residential real property  
17 in return for consideration.

18 "Tenant" means a person who has entered into an oral or  
19 written lease with a lessor to lease a dwelling unit.

20 (Source: P.A. 95-210, eff. 1-1-08.)

21 (420 ILCS 46/20)

22 Sec. 20. Exclusions. The provisions of this Act do not  
23 apply to the following:

24 (1) Transfers pursuant to court order, including, but  
25 not limited to, transfers ordered by a probate court in

1 administration of an estate, transfers between spouses  
2 resulting from a judgment of dissolution of marriage or  
3 legal separation, transfers pursuant to an order of  
4 possession, transfers by a trustee in bankruptcy,  
5 transfers by eminent domain, and transfers resulting from  
6 a decree for specific performance.

7 (2) Transfers from a mortgagor to a mortgagee by deed  
8 in lieu of foreclosure or consent judgment, transfer by  
9 judicial deed issued pursuant to a foreclosure sale to the  
10 successful bidder or the assignee of a certificate of  
11 sale, transfer by a collateral assignment of a beneficial  
12 interest of a land trust, or a transfer by a mortgagee or a  
13 successor in interest to the mortgagee's secured position  
14 or a beneficiary under a deed in trust who has acquired the  
15 real property by deed in lieu of foreclosure, consent  
16 judgment or judicial deed issued pursuant to a foreclosure  
17 sale.

18 (3) Transfers by a fiduciary in the course of the  
19 administration of a decedent's estate, guardianship,  
20 conservatorship, or trust.

21 (4) Transfers from one co-owner to one or more other  
22 co-owners.

23 (5) Transfers pursuant to testate or intestate  
24 succession.

25 (6) Transfers made to a spouse, or to a person or  
26 persons in the lineal line of consanguinity of one or more

1 of the sellers.

2 (7) Transfers from an entity that has taken title to  
3 residential real property from a seller for the purpose of  
4 assisting in the relocation of the seller, so long as the  
5 entity makes available to all prospective buyers a copy of  
6 the disclosure form furnished to the entity by the seller.

7 (8) Transfers to or from any governmental entity.

8 (9) Transfers of any residential dwelling unit located  
9 on the third story or higher above ground level of any  
10 structure or building, including, but not limited to,  
11 condominium units and dwelling units in a residential  
12 cooperative.

13 As used in this Section, "transfers" includes any legal  
14 transfer of possession of property, including purchases and  
15 leases.

16 (Source: P.A. 95-210, eff. 1-1-08; 96-278, eff. 8-11-09.)

17 (420 ILCS 46/26 new)

18 Sec. 26. Disclosure of radon hazard to current and  
19 prospective tenants.

20 (a) At the time of a prospective tenant's application to  
21 lease a dwelling unit, before a lease is entered into, or at  
22 any time during the leasing period, upon request, the lessor  
23 shall provide the prospective tenant or tenant of a dwelling  
24 unit with:

25 (1) the Illinois Emergency Management Agency pamphlet

1 entitled "Radon Guide for Tenants" or an equivalent  
2 pamphlet approved for use by the Illinois Emergency  
3 Management Agency;

4 (2) copies of any records or reports pertaining to  
5 radon concentrations within the dwelling unit that  
6 indicate a radon hazard to the tenant, as provided in  
7 subsection (c); and

8 (3) the Disclosure of Information on Radon Hazards to  
9 Tenants form, as set forth in subsection (f).

10 (b) At the commencement of the agreed leasing period, a  
11 tenant shall have 90 days to conduct his or her own radon test  
12 of the dwelling unit. If the tenant chooses to have a radon  
13 test performed, the tenant shall provide the lessor with  
14 copies of the results, including any records or reports  
15 pertaining to radon concentrations, within 10 days after  
16 receiving the results of the radon test. If the tenant's radon  
17 test provides a result in excess of the Illinois Emergency  
18 Management Agency's recommended Radon Action Level and the  
19 lessor has elected to not mitigated the radon hazard, the  
20 tenant may terminate the lease.

21 (1) Nothing in this subsection is intended to or shall  
22 be construed to imply that a tenant is not permitted to  
23 conduct a radon test of unit following the completion of  
24 the 90-day period. Following the 90-day period the tenant  
25 may conduct further radon testing if he or she elects to;  
26 however, upon a result of a radon hazard, he or she does

1       not have a right to terminate the lease under this  
2       Section.

3           (2) Nothing in this subsection is intended to or shall  
4       be construed to imply that a tenant waives any other right  
5       to terminate the lease if he or she conducts a radon test  
6       after the completion of the 90-day period under any other  
7       applicable State or federal law.

8           (c) If the tenant elects to conduct a radon test during the  
9       90-day period and the results indicate a radon hazard, the  
10       lessor may hire a radon contractor to perform an additional  
11       radon test within 30 days after the tenant notifies the lessor  
12       of the results of his or her radon test. The results of a  
13       measurement by a radon contract may be used by the lessor to  
14       disprove the presence of a radon hazard. Test results are  
15       valid for a period of 2 years after the date of the testing  
16       unless any renovations, additions, or modifications are made  
17       to the building containing the dwelling unit.

18           (d) Nothing in this Section is intended to or shall be  
19       construed to imply an obligation of a lessor or tenant to  
20       conduct any radon testing activity or perform any radon  
21       mitigation activity.

22           (e) If a lessor fails to provide the prospective tenant or  
23       tenant with the documents as required in subsection (a), then,  
24       at any point during the term of the lease the tenant may elect  
25       to have a radon test conducted under this Section. If the radon  
26       test shows the existence of a radon hazard, the tenant shall

1 provide the lessor with copies of the results of the test,  
2 including records or reports pertaining to radon  
3 concentrations, within 10 days after receiving the results of  
4 the radon test. If the lessor disputes the results of the radon  
5 test performed by the tenant, the lessor may elect, at the  
6 lessor's expense, to hire a radon contractor to perform a  
7 radon test within 30 days of the tenant notifying the lessor of  
8 the results of the tenant's radon test. The results of a  
9 measurement by a radon contract may be used by the lessor to  
10 disprove the presence of a radon hazard. Test results are  
11 valid for a period of 2 years after the date of testing unless  
12 any renovation, addition, or substantial modifications are  
13 made to the building containing the dwelling unit. If the  
14 lessor declines to dispute the results of the tenant's radon  
15 test showing a radon hazard or does not mitigate the hazard,  
16 the tenant may, within 60 days:

17 (1) hire, at the tenant's expense, a radon contractor  
18 to perform radon mitigation activities. If the tenant  
19 chooses to conduct mitigation activities, the mitigation  
20 activities shall only be done with express consent of the  
21 lessor; or

22 (2) terminate the lease.

23 (f) The following Disclosure of Information on Radon  
24 Hazards to Tenants shall be provided to each tenant of a  
25 dwelling unit:



1           "DISCLOSURE OF INFORMATION ON RADON HAZARDS TO TENANTS"

2           Radon Warning Statement

3           Each tenant in this residence or dwelling unit is notified  
4 that the property may present exposure to levels of indoor  
5 radon gas that may place the occupants at risk of developing  
6 radon-induced lung cancer. Radon, a Class-A human carcinogen,  
7 is the leading cause of death in private homes and the leading  
8 cause of lung cancer in nonsmokers. The lessor of any  
9 residence is required to provide each tenant with any  
10 information on radon test results of the dwelling unit that  
11 present a radon hazard to the tenant.

12           The Illinois Emergency Management Agency (IEMA) strongly  
13 recommends that ALL rental properties have a radon test  
14 performed and radon hazards mitigated if elevated levels are  
15 found in a dwelling unit or a routinely occupied area of a  
16 multiple family residence. Elevated radon concentrations can  
17 easily be reduced by a radon contractor.

18           Dwelling Unit Address: .....

19           Lessor's Disclosure (initial each of the following that  
20 apply)

21           .... Lessor has no knowledge of elevated radon  
22 concentrations (or records or reports pertaining to elevated  
23 radon concentrations) in the dwelling unit.

1 .... Radon concentrations (at or above the IEMA  
2 recommended Radon Action Level 4.0 pCi/L) are known to be  
3 present within the dwelling unit.

4 .... Lessor has provided the tenant with copies of all  
5 available records and reports, if any, pertaining to radon  
6 concentrations within the dwelling unit.

7 Tenant's Acknowledgment (initial each of the following  
8 that apply)

9 .... Tenant has received copies of all information listed  
10 above.

11 .... Tenant has received the pamphlet "Radon Guide for  
12 Tenants".

13 Certification of Accuracy

14 The following parties have reviewed the information above  
15 and each party certifies, to the best of his or her knowledge,  
16 that the information he or she provided is true and accurate.

17 Lessor ..... Date .....

18 Tenant ..... Date ....."

19 (g) This Section applies to leases entered into on or  
20 after the effective date of this amendatory Act of the 103rd  
21 General Assembly.

1       Sec. 30. Mitigation of radon hazards.

2       (a) A lessor who decides to have radon mitigation  
3 performed shall have the radon mitigation system installed by  
4 a radon contractor.

5       (b) A tenant who decides to have radon mitigation  
6 performed shall have the radon mitigation system installed by  
7 a radon contractor and shall have the lessor's express consent  
8 prior to undertaking any mitigation activities. If the tenant  
9 receives express consent from the lessor, the tenant may  
10 deduct the cost of installation of the radon mitigation system  
11 from tenant's rent. This deduction shall be divided in equal  
12 parts for the remainder of the leasing period.

13       (c) A lessor of a dwelling unit vacated by a tenant under  
14 subsection (e) of Section 26 who has received a security  
15 deposit from a tenant to secure the payment of rent or to  
16 compensate for damage to the leased property may not withhold  
17 any part of that security deposit as compensation for radon  
18 testing or mitigation activities. However, the lessor may  
19 withhold part of the security deposit if the tenant had a  
20 mitigation system installed without the lessor's consent and  
21 the system was not properly installed by a radon contractor.  
22 An itemized statement must be provided to the tenant if any  
23 part of the security deposit is withheld.

24       (d) This Section applies to leases entered into on or  
25 after the effective date of this amendatory Act of the 103rd  
26 General Assembly.

1 (420 ILCS 46/35 new)

2 Sec. 35. Home rule. A home rule unit may not regulate lease  
3 agreements or tenant rights in a manner that is inconsistent  
4 with the regulation of lease agreements and tenant rights  
5 under this Act. This Section is a limitation under subsection  
6 (i) of Section 6 of Article VII of the Illinois Constitution on  
7 the concurrent exercise by home rule units of powers and  
8 functions exercised by the State.

9 (420 ILCS 46/25 rep.)

10 Section 10. The Illinois Radon Awareness Act is amended by  
11 repealing Section 25."