



Sen. Mike Porfirio

Filed: 3/5/2024

10300SB2601sam001

LRB103 34558 JRC 69977 a

1 AMENDMENT TO SENATE BILL 2601

2 AMENDMENT NO. _____. Amend Senate Bill 2601 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Landlord and Tenant Act is amended by
5 adding Section 25 as follows:

6 (765 ILCS 705/25 new)

7 Sec. 25. Disclosure of potential flooding in rental and
8 lease agreements.

9 (a) As used in this Section:

10 "Flood" and "flooding" mean a general or temporary
11 condition of partial or complete inundation of a dwelling or
12 property caused by:

13 (1) the overflow of inland or tidal waves;

14 (2) the unusual and rapid accumulation of runoff or
15 surface waters from any established water source such as a
16 river, stream, or drainage ditch; or

1 (3) rainfall.

2 "Lower-level unit" means any garden level unit, basement
3 level unit, or first floor level unit.

4 (b) Every landlord shall clearly disclose to each of the
5 landlord's tenants in writing prior to signing the lease for
6 the rental property that a rental property is located in the
7 Federal Emergency Management Agency (FEMA) Special Flood
8 Hazard Area ("100-year floodplain") and if the landlord has
9 actual knowledge that the rental property or any portion of
10 the parking areas of the real property containing the rental
11 property has been subjected to flooding and the frequency of
12 such flooding. Such disclosure shall also be included in the
13 written lease or the written renewal lease and shall be signed
14 by both parties.

15 (c) Every landlord who leases a lower-level unit shall
16 clearly disclose to each of the landlord's lower-level unit
17 tenants in writing prior to the signing of the lease for the
18 lower-level unit if the lower-level unit or any portion of the
19 real property containing the lower-level unit has experienced
20 flooding in the last 10 years and shall disclose the frequency
21 of such flooding. Such disclosure shall also be included in
22 the written lease or the written renewal lease and shall be
23 signed by both parties.

24 (d) The written disclosure shall look substantially
25 similar to the following:

26 "(Landlord) [] is or [] is not aware that the rental

1 property is located in a FEMA Special Flood Hazard Area
2 ("100-year floodplain"). The property has experienced flooding
3 [] times in the last 10 years. Even if the rental property is
4 not in a Special Flood Hazard Area ("100-year floodplain"),
5 the dwelling may still be susceptible to flooding. The Federal
6 Emergency Management Agency (FEMA) maintains a flood map on
7 its Internet website that is searchable by address, at no
8 cost, to determine if a dwelling is located in a flood hazard
9 area.

10 (Landlord) [] is or [] is not aware that the rental
11 property you are renting has flooded at least once in the last
12 10 years. The rental property has flooded [] times in the last
13 10 years. Even if the dwelling has not flooded in the last 10
14 years, the dwelling may still be susceptible to flooding.

15 Most tenant insurance policies do not cover damage or loss
16 incurred in a flood. You are encouraged to examine your policy
17 to determine whether you are covered. If you are not, flood
18 insurance may be available through FEMA's National Flood
19 Insurance Program to cover your personal property in the event
20 of a flood. Information regarding flood risks can be found at
21 the dnr.illinois.gov (Illinois Department of Natural
22 Resources), fema.gov (FEMA), and ready.gov/flood (U.S.
23 National public service).

24 Landlords are required to disclose the above information
25 pursuant to Section 25 of the Landlord and Tenant Act. A
26 landlord's failure to comply with Section 25 of the Landlord

1 and Tenant Act shall entitle the tenant to remedies as defined
2 in that Section.

3

4 (Tenant Signature) (Date)

5

6 (Landlord Signature) (Date)"

7 (e) If a landlord fails to comply with subsection (b), and
8 the tenant subsequently becomes aware that the property is
9 located in the FEMA Special Flood Hazard Area ("100-year
10 floodplain") the tenant may terminate the lease by giving
11 written notice of termination to the landlord no later than
12 the 30th day after a tenant becomes aware of the landlord's
13 failure to comply with subsection (b), and the landlord shall
14 return all rent and fees paid in advance no later than the 15th
15 day after the tenant gave notice.

16 If a landlord fails to comply with subsection (b) or
17 subsection (c) and flooding occurs that results in damage to
18 the tenant's personal property, affects the habitability of
19 the leased property, or affects the tenant's access to the
20 leased property, the tenant may:

21 (1) terminate the lease by giving written notice to
22 the landlord no later than the 30th day after the flood
23 occurred and the landlord shall return all rent and fees
24 paid in advance no later than the 15th day after the tenant
25 gave notice; and

26 (2) bring an action against the landlord of the

1 property to recover damages for personal property lost or
2 damaged as a result of flooding.

3 (e) Exemptions. This Section does not apply to farm
4 leases, concession leases, and rental properties owned or
5 managed by the Department of Natural Resources.

6 (f) This Section may not be interpreted to permit the
7 renting, leasing, or subleasing of lower-level units in a
8 municipality if the municipality does not permit the renting,
9 leasing, or subleasing of such units."