



**93RD GENERAL ASSEMBLY**  
**State of Illinois**  
**2003 and 2004**  
**HB4378**

Introduced 02/03/04, by Larry McKeon

**SYNOPSIS AS INTRODUCED:**

765 ILCS 705/10 new  
765 ILCS 705/15 new

Amends the Landlord and Tenant Act. Prohibits the lock-out of a tenant by the landlord. Provides a list of what constitutes a lockout. Lists permissible actions by a tenant if the condition of a dwelling place falls below the standard required by the Act due to the action or omission of the landlord and if the condition violation was not caused by the tenant. Effective immediately.

LRB093 19162 LCB 44897 b

1 AN ACT concerning property.

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

4 Section 5. The Landlord and Tenant Act is amended by adding  
5 Sections 10 and 15 as follows:

6 (765 ILCS 705/10 new)

7 Sec. 10. Prohibition of lock-out.

8 (a) A landlord shall not lock a tenant out of the tenant's  
9 unit. The following actions constitute a lock-out:

10 (1) plugging, changing, adding, or removing any lock or  
11 latching device;

12 (2) blocking any entrance into the dwelling place;

13 (3) removing any door or window from the dwelling  
14 place;

15 (4) interfering with services to the dwelling place,  
16 including gas, hot or cold water, plumbing, heat, or  
17 telephone service;

18 (5) removing the tenant's personal property from the  
19 dwelling place;

20 (6) removing or incapacitating appliances or fixtures;

21 (7) using force or violence against a tenant;

22 (8) threatening to use force or violence against a  
23 tenant; or

24 (9) any other act making the dwelling place or any part  
25 of the dwelling place or any personal property of the  
26 tenant in the dwelling place inaccessible or  
27 uninhabitable.

28 (b) The following actions do not constitute a lock-out:

29 (1) eviction by the Sheriff after a judgment for  
30 possession has been obtained through Article IX of the Code  
31 of Civil Procedure;

32 (2) temporary interference with possession only as

1 necessary to make needed repairs or inspection and only as  
2 provided by law and with proper written notice; and

3 (3) entry after all tenants have abandoned a unit.

4 (c) In addition to any other remedy supplied in this Act or  
5 under other law, if the landlord violates this Section, the  
6 tenant may file suit and shall be entitled to both injunctive  
7 relief and damages. Injunctive relief includes, but is not  
8 limited to, restoration of possession of the tenant's dwelling  
9 place, personal property, utility service, and relief against  
10 future interference. Damages shall be in the amount of either  
11 twice the tenant's actual damages or 6 times the monthly rent  
12 for the unit, whichever is greater, plus the tenant's  
13 reasonable attorney's fees and court costs.

14 (765 ILCS 705/15 new)

15 Sec. 15. Condition violation.

16 (a) If the condition of a dwelling place falls below the  
17 standard required by this Act due to the action or omission of  
18 the landlord, and if the condition violation was not caused by  
19 the tenant, the tenant may, within 10 days of learning of the  
20 violation, give the landlord written notice of the alleged  
21 condition, and permit the landlord 10 days to remedy the  
22 violation.

23 (b) If the violation is not substantially remedied within  
24 those 10 days, the tenant may obtain an estimate of the cost of  
25 repair. If the tenant fails to obtain an estimate of the cost  
26 of repair, the tenant may not withhold more than one month's  
27 rent to cover repair costs actually paid by the tenant, but may  
28 proceed under subsection (d) of this Section so long as a  
29 reasonable person would assume that the repair cost was greater  
30 than one month's rent. No estimate need be obtained to proceed  
31 with the remedies for denial of an essential service.

32 (c) If the estimate of the repair is equal to or less than  
33 one month's rental payment, the tenant may pay for the repair  
34 and deduct the actual cost of repair and the cost of the  
35 estimate from rent due.

1       (d) If the estimate of the repair is greater than one  
2 month's rent, the tenant may withhold one-half of the monthly  
3 rental amount in satisfaction of the tenant's rental obligation  
4 until the violation is substantially repaired. In addition, the  
5 tenant may deduct the cost of the estimate.

6       (e) If the estimate of the repair is greater than one  
7 month's rent, and if the landlord commences repair within the  
8 10 days provided, but is unable to complete repair within that  
9 time, the tenant may deduct one-quarter of the monthly rental  
10 amount in satisfaction of the tenant's rental obligation until  
11 the violation is substantially repaired. However, if the  
12 landlord fails to make a good faith effort to complete the  
13 repairs in a timely fashion, the tenant may increase the  
14 withholding to one-half of the monthly rental amount until the  
15 violation is substantially repaired.

16       (f) If the violation amounts to a denial of an essential  
17 service, such as failure to supply sufficient heat, running  
18 water, hot water, electric, gas, or other basic shelter issue,  
19 the tenant may begin withholding all of the monthly rent  
20 beginning the day after the tenant gives the landlord notice of  
21 the denial of the essential service. Concurrently, the tenant  
22 may procure reasonable amounts of the essential service not  
23 supplied and bill the landlord for the cost of that service, or  
24 deduct the cost of service from the rent.

25       (g) If the violation of the essential service continues for  
26 72 hours, the tenant may either continue with the remedies  
27 specified in subsection (f) of this Section, or may give the  
28 landlord notice that the tenant will terminate the lease and  
29 vacate the property at will.

30       Section 99. Effective date. This Act takes effect upon  
31 becoming law.