



Sen. Jacqueline Y. Collins

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1 AMENDMENT TO SENATE BILL 2988

2 AMENDMENT NO. _____. Amend Senate Bill 2988 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the
5 Residential Tenants' Right to Repair Act.

6 Section 5. Repair; deduction from rent. If a repair is
7 required under a residential lease agreement or required under
8 a law, administrative rule, or local ordinance or regulation,
9 and the reasonable cost of the repair does not exceed the
10 lesser of \$500 or one-half of the monthly rent, the tenant may
11 notify the landlord in writing by registered or certified mail
12 or other restricted delivery service to the address of the
13 landlord or an agent of the landlord as indicated on the lease
14 agreement; if an address is not listed, the tenant may send
15 notice to the landlord's last known address of the tenant's
16 intention to have the repair made at the landlord's expense. If
17 the landlord fails to make the repair within 14 days after
18 being notified by the tenant as provided above or more promptly
19 as conditions require in the case of an emergency, the tenant
20 may have the repair made in a workmanlike manner and in
21 compliance with the appropriate law, administrative rule, or
22 local ordinance or regulation. Emergencies include conditions
23 that will cause irreparable harm to the apartment or any
24 fixture attached to the apartment if not immediately repaired

1 or any condition that poses an immediate threat to the health
2 or safety of any occupant of the dwelling or any common area.
3 After submitting to the landlord a paid bill from an
4 appropriate tradesman or supplier unrelated to the tenant, the
5 tenant may deduct from his or her rent the amount of the bill,
6 not to exceed the limits specified by this Section and not to
7 exceed the reasonable price then customarily charged for the
8 repair. If not clearly indicated on the bill submitted by the
9 tenant, the tenant shall also provide to the landlord in
10 writing, at the time of the submission of the bill, the name,
11 address, and telephone number for the tradesman or supplier
12 that provided the repair services. A tenant may not repair at
13 the landlord's expense if the condition was caused by the
14 deliberate or negligent act or omission of the tenant, a member
15 of the tenant's family, or another person on the premises with
16 the tenant's consent.

17 Section 10. Exceptions.

18 (a) This Act does not apply to public housing as defined in
19 Section 3(b) of the United States Housing Act of 1937, as
20 amended from time to time, and any successor Act.

21 (b) This Act does not apply to condominiums.

22 (c) This Act does not apply to not-for-profit corporations
23 organized for the purpose of residential cooperative housing.

24 (d) This Act does not apply to tenancies other than
25 residential tenancies.

26 (e) This Act does not apply to owner-occupied rental
27 property containing 6 or fewer dwelling units.

28 (f) This Act does not apply to any dwelling unit that is
29 subject to the Mobile Home Landlord and Tenant Rights Act.

30 Section 15. Tenant liabilities and responsibilities. The
31 tenant is responsible for ensuring that:

32 (1) the repairs are performed in a workmanlike manner in

1 compliance with the appropriate law, administrative rule, or
2 local ordinance or regulation;

3 (2) the tradesman or supplier that is hired by the tenant
4 to perform the repairs holds the appropriate valid license or
5 certificate required by State or municipal law to make the
6 repair; and

7 (3) the tradesman or supplier is adequately insured to
8 cover any bodily harm or property damage that is caused by the
9 negligence or substandard performance of the repairs by the
10 tradesman or supplier.

11 The tenant is responsible for any damages to the premises
12 caused by a tradesman or supplier hired by the tenant. A tenant
13 shall not be entitled to exercise the remedies provided for in
14 this Act if the tenant does not comply with the requirements of
15 this Section.

16 Section 20. Defense to eviction. A tenant may not assert as
17 a defense to an action for rent or eviction that rent was
18 withheld under this Act unless the tenant meets all the
19 requirements provided for in this Act.

20 Section 25. Mechanics lien laws. For purposes of mechanics
21 lien laws, repairs performed or materials furnished pursuant to
22 this Act shall not be construed as having been performed or
23 furnished pursuant to authority of or with permission of the
24 landlord.

25 Section 30. Home rule. A home rule unit may not regulate
26 residential lease agreements in a manner that diminishes the
27 rights of tenants under this Act. This Section is a limitation
28 under subsection (i) of Section 6 of Article VII of the
29 Illinois Constitution on the concurrent exercise by home rule
30 units of powers and functions exercised by the State."