

1 AN ACT in relation to property.

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  
5 Residential Tenant Protection Act.

6 Section 5. Findings. The General Assembly finds and  
7 declares the following:

8 (1) The Forcible Entry and Detainer provisions of the  
9 Code of Civil Procedure provide a legal method to remove  
10 tenants from a dwelling unit, if the tenant has failed to  
11 live up to the terms of the rental agreement.

12 (2) The Illinois Constitution states in Article I,  
13 Section 2, that "No person shall be deprived of life,  
14 liberty or property without due process of law nor be  
15 denied the equal protection of the laws".

16 (3) Residential lock-outs are a form of illegal  
17 eviction that runs contrary to the legislative intent of  
18 the Forcible Entry and Detainer provisions of the Code of  
19 Civil Procedure and to the intent of the Illinois  
20 Constitution and forces families out of their homes with  
21 virtually no advance notice or warning.

22 (4) Over 50% of the tenant-occupied housing in the  
23 State is protected by municipal ordinances that restrict  
24 lock-outs; however, municipalities that are not home rule  
25 units are unable to enact ordinances of that type.

26 (5) Despite current statutory and constitutional  
27 prohibitions, residential lock-outs occur at an alarmingly  
28 frequent rate, with one in 7 low-income tenants outside the  
29 City of Chicago experiencing a residential lock-out at some  
30 time in his or her life.

31 (6) Residential lock-outs are a major cause of  
32 homelessness for Illinois families.

1 (7) Current Illinois law fails to empower local police  
2 to act to protect tenants when made aware of a residential  
3 lock-out.

4 (8) Residential lock-outs take many forms that were not  
5 fully anticipated in the Forcible Entry and Detainer  
6 provisions of the Code of Civil Procedure, including  
7 utility shut-offs and threats of violence.

8 (9) A threat of a residential lock-out made to a tenant  
9 makes the tenant's dwelling unit uninhabitable in a  
10 practical sense; however, these threats have not been  
11 treated previously as a residential lock-out under  
12 Illinois law.

13 (10) Residential lock-outs put an unnecessary strain  
14 on the judicial system through the need to issue emergency  
15 orders in appropriate circumstances.

16 (11) The State of Illinois has a housing plan that  
17 states the need to put in place policies that prevent  
18 homelessness.

19 Section 10. Purposes.

20 (a) This Act shall be liberally construed and applied to  
21 promote its underlying purposes and policies.

22 (b) The underlying purposes and policies of this Act are:

23 (1) to ensure that the Forcible Entry and Detainer  
24 provisions of the Code of Civil Procedure are the only  
25 means by which a tenant can be evicted; and

26 (2) to provide a remedy for victims of unlawful  
27 residential lock-outs.

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

29 "Landlord" and "tenant" have the meanings given to those  
30 terms in the Rental Property Utility Service Act.

31 "Dwelling unit" has the meaning given to the term "single  
32 dwelling unit" in the Dwelling Structure Contract Act.

33 "Dwelling structure" has the meaning given to that term in  
34 the Dwelling Structure Contract Act.

1 "Abandonment" means that the tenants no longer occupy the  
2 dwelling unit and (1) the tenants have provided the landlord  
3 with actual notice indicating their intention not to return to  
4 the dwelling unit; (2) the tenants have been absent from the  
5 dwelling unit for a period of 21 consecutive days, have removed  
6 all personal property from the dwelling unit, and have failed  
7 to pay rent for that period; or (3) the tenants have been  
8 absent from the dwelling unit for 32 consecutive days and have  
9 failed to pay rent for that period.

10 "Lock-out" means the ouster or dispossession of a tenant by  
11 a landlord without the lawful authority to do so.

12 "Residential lock-out" means the ouster or dispossession  
13 of a tenant by a landlord from the residential premises  
14 occupied by the tenant, without the lawful authority to perform  
15 the ouster or dispossession.

16 Section 20. Residential lock-out.

17 (a) Residential lock-out. It is unlawful for any landlord  
18 or any person acting at the direction of a landlord to  
19 knowingly perform a residential lock-out, or to threaten or  
20 attempt to perform a residential lock-out, of any residential  
21 tenant from the tenant's dwelling unit. The following acts by a  
22 landlord concerning a tenant constitute a residential  
23 lock-out:

24 (1) incapacitating, changing, adding, or removing any  
25 lock or latching device to any entrance or exit to the  
26 dwelling unit or dwelling structure to which the tenant is  
27 entitled to have access;

28 (2) blocking or rendering useless any entrance or exit  
29 into the dwelling unit or dwelling structure including, but  
30 not limited to, removing any door or window from the  
31 dwelling unit or dwelling structure;

32 (3) interfering with services to the dwelling unit or  
33 dwelling structure including, but not limited to, the  
34 failure of the landlord or the agent of the landlord to  
35 pay, pursuant to a written or verbal agreement with that

1 tenant, for services to the dwelling unit or dwelling  
2 structure including, but not limited to, the services of  
3 electricity, gas, hot or cold water, and heat;

4 (4) removing personal property of a tenant from the  
5 tenant's dwelling unit or the dwelling structure;

6 (5) removing or incapacitating appliances or fixtures  
7 that are (i) located in the dwelling unit pursuant to an  
8 agreement between the landlord and the tenant and (ii)  
9 necessary to make the unit habitable;

10 (6) using force, violence, or sexual harassment  
11 against a tenant;

12 (7) acting or failing to act in a manner that renders  
13 the dwelling unit, the dwelling structure, or any part of  
14 the dwelling unit or dwelling structure inaccessible or  
15 uninhabitable; or

16 (8) acting or failing to act in a manner that renders  
17 inaccessible any personal property of the tenant in the  
18 dwelling unit or the dwelling structure.

19 (b) Lawful actions. The following actions of a landlord or  
20 a person acting at the direction of a landlord directed to a  
21 tenant or a tenant's personal property do not constitute a  
22 residential lock-out:

23 (1) eviction by a sheriff or other lawfully deputized  
24 officer acting in his or her official capacity after a  
25 judgment for possession has been obtained through the  
26 Forcible Entry and Detainer provisions of the Code of Civil  
27 Procedure;

28 (2) entry after a tenant has abandoned a dwelling unit,  
29 as defined in Section 15 of this Act;

30 (3) actions in accordance with a court order entered  
31 pursuant to the Illinois Domestic Violence Act of 1986,  
32 Article 112A of the Code of Criminal Procedure of 1963, the  
33 Civil No Contact Order Act, or any other statute or  
34 provision of law providing relief to a victim of domestic  
35 or sexual violence;

36 (4) temporary interference with possession:

1 (A) to make needed repairs or to conduct an  
2 emergency inspection, as necessary and only as  
3 provided by law and with proper written notice at least  
4 24 hours in advance of the interference;

5 (B) to make needed repairs or perform maintenance  
6 elsewhere in the dwelling structure, for practical  
7 necessity, because the nature of the work or a problem  
8 that has arisen unexpectedly requires access, provided  
9 that proper written notice of explanation is provided  
10 to the tenant no later than 2 days after the entry; or

11 (C) to address an emergency or for a practical  
12 necessity, provided that proper written notice of  
13 explanation is provided to the tenant no later than 2  
14 days after the entry.

15 (c) It is an affirmative defense to an alleged violation of  
16 this Act if the circumstances concerning the alleged violation  
17 are within one of the circumstances described in subparagraph  
18 (A), (B), or (C) of paragraph (3) of subsection (b) of this  
19 Section 20 and the landlord gives the type of written notice  
20 required by the applicable subparagraph (A), (B), or (C) of  
21 paragraph (3) of subsection (b) of this Section 20.

22 (d) In addition to any other remedy supplied in this Act or  
23 under another law, if a landlord performs a residential  
24 lock-out, the tenant may file suit in the circuit court and  
25 upon proof of a violation shall be entitled to both injunctive  
26 relief and monetary damages. If a landlord threatens or  
27 attempts to perform a residential lock-out, the tenant may file  
28 suit in the circuit court and upon proof of a violation shall  
29 only be entitled to injunctive relief. Injunctive relief  
30 includes, but is not limited to, restoration of possession of  
31 the tenant to his or her dwelling unit, personal property,  
32 utility service, and relief against future interference.  
33 Damages shall be either in the amount of 2 times the tenant's  
34 replacement costs, or 6 times the monthly rent for the unit,  
35 whichever is greater, plus the tenant's reasonable attorney's  
36 fees and costs.

1           Section 25. Effect on other laws.

2           (a) More protective laws. Nothing in this Act shall be  
3 construed to supersede any provision of any federal, State, or  
4 local law that provides greater protections than the rights  
5 established under this Act.

6           (b) Less protective laws. The rights established under this  
7 Act shall not be diminished by any State law or local  
8 ordinance.

9           Section 30. Prohibition on waiver or modification. The  
10 provisions of this Act may not be waived or modified by an  
11 agreement of the parties.

12           Section 99. Effective date. This Act takes effect upon  
13 becoming law.