



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB1797

Introduced 2/23/2007, by Rep. Harry Osterman

SYNOPSIS AS INTRODUCED:

765 ILCS 605/30

from Ch. 30, par. 330

Amends the Condominium Property Act. Provides as to a conversion condominium that a tenant who vacated a unit in a building within 18 months of the real estate becoming a conversion condominium and who did not receive a notice of intent to submit the real estate to the Act must be awarded damages of \$10,000 plus reasonable attorney's fees and costs. Provides that a non-profit housing organization suing for an aggrieved party may also recover compensation for diversion of mission necessary for filing the action.

LRB095 07947 AJ0 28109 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 Condominium Property Act is amended by
5 changing Section 30 as follows:

6 (765 ILCS 605/30) (from Ch. 30, par. 330)

7 Sec. 30. Conversion condominiums; notice; recording.

8 (a) No real estate may be submitted to the provisions of
9 the Act as a conversion condominium unless (i) a notice of
10 intent to submit the real estate to this Act (notice of intent)
11 has been given to all persons who were tenants of the building
12 located on the real estate on the date the notice is given.
13 Such notice shall be given at least 30 days, and not more than
14 1 year prior to the recording of the declaration which submits
15 the real estate to this Act; and (ii) the developer executes
16 and acknowledges a certificate which shall be attached to and
17 made a part of the declaration and which provides that the
18 developer, prior to the execution by him or his agent of any
19 agreement for the sale of a unit, has given a copy of the
20 notice of intent to all persons who were tenants of the
21 building located on the real estate on the date the notice of
22 intent was given. Any tenant who vacated a unit in a building
23 on real estate that became a conversion condominium within 18

1 months before the real estate is submitted to the provisions of
2 this Act or before the developer or his or her agent executed
3 any agreement for the sale of a unit, without receiving a
4 notice of intent defined in this Section, shall be awarded
5 damages of \$10,000 plus reasonable attorney's fees and costs. A
6 non-profit housing organization, suing on behalf of an
7 aggrieved party, may also recover compensation for diversion of
8 mission necessary for filing the action.

9 Any developer of a conversion condominium must, upon
10 issuing the notice of intent, publish and deliver along with
11 such notice of intent, a schedule of selling prices for all
12 units subject to the condominium instruments and offer to sell
13 such unit to the current tenants, except for units to be
14 vacated for rehabilitation subsequent to such notice of intent.
15 Such offer shall not expire earlier than 30 days after receipt
16 of the offer by the current tenant, unless the tenant notifies
17 the developer in writing of his election not to purchase the
18 condominium unit.

19 Any tenant who was a tenant as of the date of the notice of
20 intent and whose tenancy expires (other than for cause) prior
21 to the expiration of 120 days from the date on which a copy of
22 the notice of intent was given to the tenant shall have the
23 right to extend his tenancy on the same terms and conditions
24 and for the same rental until the expiration of such 120 day
25 period by the giving of written notice thereof to the developer
26 within 30 days of the date upon which a copy of the notice of

1 intent was given to the tenant by the developer.

2 Each lessee in a conversion condominium shall be informed
3 by the developer at the time the notice of intent is given
4 whether his tenancy will be renewed or terminated upon its
5 expiration. If the tenancy is to be renewed, the tenant shall
6 be informed of all charges, rental or otherwise, in connection
7 with the new tenancy and the length of the term of occupancy
8 proposed in conjunction therewith.

9 For a period of 120 days following his receipt of the
10 notice of intent, any tenant who was a tenant on the date the
11 notice of intent was given shall be given the right to purchase
12 his unit on substantially the same terms and conditions as set
13 forth in a duly executed contract to purchase the unit, which
14 contract shall conspicuously disclose the existence of, and
15 shall be subject to, the right of first refusal. The tenant may
16 exercise the right of first refusal by giving notice thereof to
17 the developer prior to the expiration of 30 days from the
18 giving of notice by the developer to the tenant of the
19 execution of the contract to purchase the unit. The tenant may
20 exercise such right of first refusal within 30 days from the
21 giving of notice by the developer of the execution of a
22 contract to purchase the unit, notwithstanding the expiration
23 of the 120 day period following the tenant's receipt of the
24 notice of intent, if such contract was executed prior to the
25 expiration of the 120 day period. The recording of the deed
26 conveying the unit to the purchaser which contains a statement

1 to the effect that the tenant of the unit either waived or
2 failed to exercise the right of first refusal or option or had
3 no right of first refusal or option with respect to the unit
4 shall extinguish any legal or equitable right or interest to
5 the possession or acquisition of the unit which the tenant may
6 have or claim with respect to the unit arising out of the right
7 of first refusal or option provided for in this Section. The
8 foregoing provision shall not affect any claim which the tenant
9 may have against the landlord for damages arising out of the
10 right of first refusal provided for in this Section.

11 During the 30 day period after the giving of notice of an
12 executed contract in which the tenant may exercise the right of
13 first refusal, the developer shall grant to such tenant access
14 to any portion of the building to inspect any of its features
15 or systems and access to any reports, warranties, or other
16 documents in the possession of the developer which reasonably
17 pertain to the condition of the building. Such access shall be
18 subject to reasonable limitations, including as to hours. The
19 refusal of the developer to grant such access is a business
20 offense punishable by a fine of \$500. Each refusal to an
21 individual lessee who is a potential purchaser is a separate
22 violation.

23 Any notice provided for in this Section shall be deemed
24 given when a written notice is delivered in person or mailed,
25 certified or registered mail, return receipt requested to the
26 party who is being given the notice.

1 Prior to their initial sale, units offered for sale in a
2 conversion condominium and occupied by a tenant at the time of
3 the offer shall be shown to prospective purchasers only a
4 reasonable number of times and at appropriate hours. Units may
5 only be shown to prospective purchasers during the last 90 days
6 of any expiring tenancy.

7 Any provision in any lease or other rental agreement, or
8 any termination of occupancy on account of condominium
9 conversion, not authorized herein, or contrary to or waiving
10 the foregoing provisions, shall be deemed to be void as against
11 public policy.

12 Nothing in this Section shall affect any provision in any
13 lease or rental agreement in effect before this Act becomes
14 law.

15 (b) Nothing in this amendatory Act of 1978 shall be
16 construed to imply that there was previously a requirement to
17 record the notice provided for in subsection (a).

18 (Source: P.A. 88-417.)