



Rep. Harry Osterman

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09500HB1797ham001

LRB095 07947 AJ0 35472 a

1 AMENDMENT TO HOUSE BILL 1797

2 AMENDMENT NO. _____. Amend House Bill 1797 by replacing
3 everything after the enacting clause with the following:

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) (1) 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

1 made a part of the declaration and which provides that the
2 developer, prior to the execution by him or his agent of any
3 agreement for the sale of a unit, has given a copy of the
4 notice of intent to all persons who were tenants of the
5 building located on the real estate on the date the notice of
6 intent was given.

7 (a) (2) If the owner fails to provide a tenant with notice
8 of the intent to convert as defined in this Section, the tenant
9 permanently vacates the premises as a direct result of
10 non-renewal of his or her lease by the owner, and the tenant's
11 unit is converted to a condominium by the filing of a
12 declaration submitting a property to this Act without having
13 provided the required notice, then the owner is liable to the
14 tenant for the following:

15 (A) the tenant's actual moving expenses incurred when
16 moving from the subject property, not to exceed \$1,500;

17 (B) three month's rent at the subject property; and

18 (C) reasonable attorney's fees and court costs.

19 (b) Any developer of a conversion condominium must, upon
20 issuing the notice of intent, publish and deliver along with
21 such notice of intent, a schedule of selling prices for all
22 units subject to the condominium instruments and offer to sell
23 such unit to the current tenants, except for units to be
24 vacated for rehabilitation subsequent to such notice of intent.
25 Such offer shall not expire earlier than 30 days after receipt
26 of the offer by the current tenant, unless the tenant notifies

1 the developer in writing of his election not to purchase the
2 condominium unit.

3 (c) Any tenant who was a tenant as of the date of the
4 notice of intent and whose tenancy expires (other than for
5 cause) prior to the expiration of 120 days from the date on
6 which a copy of the notice of intent was given to the tenant
7 shall have the right to extend his tenancy on the same terms
8 and conditions and for the same rental until the expiration of
9 such 120 day period by the giving of written notice thereof to
10 the developer within 30 days of the date upon which a copy of
11 the notice of intent was given to the tenant by the developer.

12 (d) Each lessee in a conversion condominium shall be
13 informed by the developer at the time the notice of intent is
14 given whether his tenancy will be renewed or terminated upon
15 its expiration. If the tenancy is to be renewed, the tenant
16 shall be informed of all charges, rental or otherwise, in
17 connection with the new tenancy and the length of the term of
18 occupancy proposed in conjunction therewith.

19 (e) For a period of 120 days following his receipt of the
20 notice of intent, any tenant who was a tenant on the date the
21 notice of intent was given shall be given the right to purchase
22 his unit on substantially the same terms and conditions as set
23 forth in a duly executed contract to purchase the unit, which
24 contract shall conspicuously disclose the existence of, and
25 shall be subject to, the right of first refusal. The tenant may
26 exercise the right of first refusal by giving notice thereof to

1 the developer prior to the expiration of 30 days from the
2 giving of notice by the developer to the tenant of the
3 execution of the contract to purchase the unit. The tenant may
4 exercise such right of first refusal within 30 days from the
5 giving of notice by the developer of the execution of a
6 contract to purchase the unit, notwithstanding the expiration
7 of the 120 day period following the tenant's receipt of the
8 notice of intent, if such contract was executed prior to the
9 expiration of the 120 day period. The recording of the deed
10 conveying the unit to the purchaser which contains a statement
11 to the effect that the tenant of the unit either waived or
12 failed to exercise the right of first refusal or option or had
13 no right of first refusal or option with respect to the unit
14 shall extinguish any legal or equitable right or interest to
15 the possession or acquisition of the unit which the tenant may
16 have or claim with respect to the unit arising out of the right
17 of first refusal or option provided for in this Section. The
18 foregoing provision shall not affect any claim which the tenant
19 may have against the landlord for damages arising out of the
20 right of first refusal provided for in this Section.

21 (f) During the 30 day period after the giving of notice of
22 an executed contract in which the tenant may exercise the right
23 of first refusal, the developer shall grant to such tenant
24 access to any portion of the building to inspect any of its
25 features or systems and access to any reports, warranties, or
26 other documents in the possession of the developer which

1 reasonably pertain to the condition of the building. Such
2 access shall be subject to reasonable limitations, including as
3 to hours. The refusal of the developer to grant such access is
4 a business offense punishable by a fine of \$500. Each refusal
5 to an individual lessee who is a potential purchaser is a
6 separate violation.

7 (g) Any notice provided for in this Section shall be deemed
8 given when a written notice is delivered in person or mailed,
9 certified or registered mail, return receipt requested to the
10 party who is being given the notice.

11 (h) Prior to their initial sale, units offered for sale in
12 a conversion condominium and occupied by a tenant at the time
13 of the offer shall be shown to prospective purchasers only a
14 reasonable number of times and at appropriate hours. Units may
15 only be shown to prospective purchasers during the last 90 days
16 of any expiring tenancy.

17 (i) Any provision in any lease or other rental agreement,
18 or any termination of occupancy on account of condominium
19 conversion, not authorized herein, or contrary to or waiving
20 the foregoing provisions, shall be deemed to be void as against
21 public policy.

22 (j) A tenant is entitled to injunctive relief to enforce
23 the provisions of subsections (a) and (c) of this Section.

24 (k) A non-profit housing organization, suing on behalf of
25 an aggrieved tenant under this Section, may also recover
26 compensation for reasonable attorney's fees and court costs

1 necessary for filing such action.

2 (l) Nothing in this Section shall affect any provision in
3 any lease or rental agreement in effect before this Act becomes
4 law.

5 (m) ~~(b)~~ Nothing in this amendatory Act of 1978 shall be
6 construed to imply that there was previously a requirement to
7 record the notice provided for in this Section ~~subsection (a)~~.
8 (Source: P.A. 88-417.)".