



Sen. John J. Cullerton

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09500SB2124sam003

LRB095 19293 AJ0 49179 a

1 AMENDMENT TO SENATE BILL 2124

2 AMENDMENT NO. _____. Amend Senate Bill 2124, AS AMENDED,
3 by replacing everything after the enacting clause with the
4 following:

5 "Section 5. The Code of Civil Procedure is amended by
6 changing Section 9-106 and by adding Section 9-121 as follows:

7 (735 ILCS 5/9-106) (from Ch. 110, par. 9-106)

8 Sec. 9-106. Pleadings and evidence.

9 (a) On complaint by the party or parties entitled to the
10 possession of such premises being filed in the circuit court
11 for the county where such premises are situated, stating that
12 such party is entitled to the possession of such premises
13 (describing the same with reasonable certainty), and that the
14 defendant (naming the defendant) unlawfully withholds the
15 possession thereof from him, her or them, the clerk of the
16 court shall issue a summons.

1 Except as provided in subsection (b) of this Section, the
2 ~~The~~ defendant may under a general denial of the allegations of
3 the complaint offer in evidence any matter in defense of the
4 action. Except as otherwise provided in Section 9-120, no
5 matters not germane to the distinctive purpose of the
6 proceeding shall be introduced by joinder, counterclaim or
7 otherwise. However, a claim for rent may be joined in the
8 complaint, and judgment may be entered for the amount of rent
9 found due.

10 (b) In the event a jury demand is filed by a defendant or a
11 defendant is granted a continuance in excess of 10 days from
12 the first date the case is heard before a judge:

13 (1) A verified answer shall be filed that specifically
14 sets forth whether there is a denial of or a defense to the
15 service of the notice from the plaintiff, if a notice is
16 required to obtain a judgment. Notices include, but are not
17 limited to, a demand for possession, 5 day notice, and
18 notice terminating a tenancy. If there is a defense or
19 denial, the specifics shall be set forth. If there is no
20 defense or denial, the defendant shall specifically state
21 that the notice was duly served and there are no defenses
22 thereto; and

23 (2) In addition, the verified answer shall state the
24 dollar amount of rent the defendant believes is due. If
25 that amount is different from the amount claimed by the
26 plaintiff, the defendant shall give specifics as to the

1 basis for the difference and attach copies of any
2 documentation supporting defendant's verified answer.

3 (c) A failure to provide a verified answer or to raise and
4 specify the defenses as required by subsection (b) shall be
5 deemed an admission by the defendant that there are no defenses
6 to either service of notice or the past due rent claimed.

7 (d) The clerk of the court may prepare a form for use by a
8 defendant to comply with this Section, but the failure to do so
9 shall not affect the admissions under subsection (c).

10 (Source: P.A. 90-360, eff. 1-1-98.)

11 (735 ILCS 5/9-121 new)

12 Sec. 9-121. Stay of judgment for possession. Enforcement of
13 a judgment for possession in all actions for forcible entry and
14 detainer on Illinois real estate where the sole basis for the
15 judgment is non-payment of past rent against the occupant of a
16 single family residence or apartment, including condominiums,
17 shall be stayed until January 1, 2010, if prior to the entry of
18 the final judgment the actual tenant under a lease or rental
19 agreement tenders and thereafter makes timely payments of
20 current rent.

21 In the event current rent is not paid on a timely basis
22 after an order is entered that does not allow enforcement of
23 the possession portion of the order, the court on appropriate
24 motion shall enter an order allowing enforcement of possession
25 7 days after entry of said order.

1 Nothing in this Section is intended to preclude an action
2 or joint action for past due rent or immediate enforcement of a
3 judgment for past due rent. This Section excludes actions where
4 the judgment is against a tenant whose occupancy is for a term
5 of less than month-to-month or whose rent, or a portion
6 thereof, is paid to the landlord by any federal or State agency
7 or unit of local government.

8 This Section excludes all actions in which: there is a new
9 landlord who is the purchaser of the property after a judgment
10 of foreclosure and sale; the landlord is an entity created by a
11 federal or State agency or unit of local government; the tenant
12 is found to have breached the rental agreement other than by
13 failing to pay past rent; or the basis for the action for
14 possession is based upon a statute concerning eminent domain,
15 drug use, or other specific matter. For the purpose of this
16 Section, "past rent" means any monetary payment due to the
17 landlord, including but not limited to security deposits,
18 penalties, attorney's fees, and similar charges."