

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Code of Civil Procedure is amended by
5 changing Sections 9-120 and 9-210 as follows:

6 (735 ILCS 5/9-120)

7 Sec. 9-120. Leased premises used in furtherance of a
8 criminal offense; lease terminated ~~void~~ at option of lessor or
9 assignee.

10 (a) If any lessee or occupant, on one or more occasions,
11 uses or permits the use of leased premises for the commission
12 of any act that would constitute a felony or a Class A
13 misdemeanor under the laws of this State, and the lessor has
14 received written notification from a law enforcement agency of
15 the use of the leased premises for the commission of an act
16 that would constitute a felony or a Class A misdemeanor, then
17 the lease or rental agreement shall, at the option of the
18 lessor or the lessor's assignee be terminated ~~become void~~, and
19 the owner or lessor shall be entitled to recover possession of
20 the leased premises ~~as against a tenant holding over after the~~
21 ~~expiration of his or her term.~~ A written lease shall state that
22 if the lessee or occupant uses or permits the use of the leased
23 premises for the commission of any act that would constitute a

1 felony or a Class A misdemeanor under the laws of this State,
2 the owner or lessor shall have the right to terminate the lease
3 and recover possession of the leased premises. Failure to
4 include this language in a lease, or the fact that the lease is
5 oral, shall not waive or impair the rights of the lessor or
6 lessor's assignee under this Section or the lease.

7 (b) The owner or lessor may bring a forcible entry and
8 detainer action, or, if the State's Attorney of the county in
9 which the real property is located or the corporation counsel
10 of the municipality in which the real property is located
11 agrees, assign to that State's Attorney or corporation counsel
12 the right to bring a forcible entry and detainer action on
13 behalf of the owner or lessor, against the lessee and all
14 occupants of the leased premises alleging the criminal activity
15 and any other alleged violations of the lease. The assignment
16 must be in writing on a form prepared by the State's Attorney
17 of the county in which the real property is located or the
18 corporation counsel of the municipality in which the real
19 property is located, as applicable. If the owner or lessor
20 assigns the right to bring a forcible entry and detainer
21 action, the assignment shall be limited to those rights and
22 duties up to and including delivery of the order of eviction to
23 the sheriff for execution. The owner or lessor shall remain
24 liable for the cost of the eviction whether or not the right to
25 bring the forcible entry and detainer action has been assigned.

26 (c) A person does not forfeit any part of his or her

1 security deposit due solely to an eviction under the provisions
2 of this Section, except that a security deposit may be used to
3 pay fees charged by the sheriff for carrying out an eviction.

4 (d) If a lessor or the lessor's assignee terminates ~~voids~~ a
5 lease or contract under the provisions of this Section and the
6 tenant or occupant has not vacated the premises within 5 days
7 after ~~receipt of a written~~ notice under Section 9-210 of this
8 Code is provided to vacate the premises, the lessor or lessor's
9 assignee may seek relief under this Article IX. Notwithstanding
10 Sections 9-112, 9-113, and 9-114 of this Code, judgment for
11 costs against a plaintiff seeking possession of the premises
12 under this Section shall not be awarded to the defendant unless
13 the action was brought by the plaintiff in bad faith. An action
14 to possess premises under this Section shall not be deemed to
15 be in bad faith when the plaintiff based his or her cause of
16 action on information provided to him or her by a law
17 enforcement agency, ~~or~~ the State's Attorney, or the
18 municipality.

19 (e) After a trial, if the court finds, by a preponderance
20 of the evidence, that the allegations in the complaint have
21 been proven, the court shall enter judgment for possession of
22 the premises in favor of the lessor ~~plaintiff~~ and the court
23 shall order that the lessor ~~plaintiff~~ shall be entitled to
24 re-enter the premises immediately.

25 (f) A judgment for possession of the premises entered in an
26 action brought by a lessor or lessor's assignee based on an act

1 that would constitute a felony or a Class A misdemeanor, if the
2 action was brought as a result of a lessor or lessor's assignee
3 declaring a lease terminated ~~void~~ pursuant to this Section, may
4 not be stayed for any period in excess of 7 days by the court
5 unless all parties agree to a longer period. Thereafter the
6 lessor ~~plaintiff~~ shall be entitled to re-enter the premises
7 immediately. The sheriff or other lawfully deputized officers
8 shall execute an order entered pursuant to this Section within
9 7 days of its entry, or within 7 days of the expiration of a
10 stay of judgment, if one is entered.

11 (g) In an action brought under this Section the court may
12 also consider actions for forcible entry and detainer brought
13 under other Sections of this Code. Nothing in this Section
14 shall limit the rights of an owner or lessor to bring a
15 forcible entry and detainer action on the basis of other
16 applicable law.

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

18 (735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

19 Sec. 9-210. Notice to quit. When default is made in any of
20 the terms of a lease, it is not necessary to give more than 10
21 days' notice, or, if the lessor is also providing notice of
22 termination pursuant to Section 9-120 of this Code, more than 5
23 days' notice to quit, or of the termination of such tenancy,
24 and the same may be terminated on giving such notice to quit at
25 any time after such default in any of the terms of such lease.

1 Such notice may be substantially in the following form:

2 "To A.B.: You are hereby notified that in consequence of
3 your default in (here insert the character of the default) of
4 the premises now occupied by you, being, etc., (here describe
5 the premises) I have elected to terminate your lease, and you
6 are hereby notified to quit and deliver up possession of the
7 same to me within 10 days of this date (dated, etc.)." If the
8 lessor is also providing notice of termination pursuant to
9 Section 9-120 of this Code, "10 days" in the preceding sentence
10 shall be replaced by "5 days".

11 The notice is to be signed by the lessor or his or her
12 agent, and no other notice or demand of possession or
13 termination of such tenancy is necessary.

14 (Source: P.A. 82-280.)

15 Section 99. Effective date. This Act takes effect upon
16 becoming law.