



97TH GENERAL ASSEMBLY

State of Illinois

2011 and 2012

HB4463

Introduced 1/30/2012, by Rep. Anthony DeLuca

SYNOPSIS AS INTRODUCED:

735 ILCS 5/9-120

735 ILCS 5/9-210

from Ch. 110, par. 9-210

Amends the Code of Civil Procedure. Provides that if a lessor has received written notification from a law enforcement agency of the use of the leased premises for the commission of an act that would constitute a felony or Class A misdemeanor, then the lessor has the right to terminate (instead of void) the lease. Adds, in forcible entry and detainer provisions concerning a notice to quit when there is a default as to a term in a lease, that it is not necessary to give more than 5 days' notice if the lessor is also providing notice of termination because the premises were used in a felony or Class A misdemeanor. Makes other changes. Effective immediately.

LRB097 16477 AJO 61645 b

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 notify the
22 lessee that if any lessee or occupant, on one or more
23 occasions, uses or permits the use of the leased premises for

1 the commission of a felony or Class A misdemeanor under the
2 laws of this State, the lessor shall have the right to void the
3 lease and recover the leased premises. Failure to include this
4 language in a written lease or the use of an oral lease shall
5 not waive or impair the rights of the lessor or lessor's
6 assignee under this Section or the lease. This Section shall
7 not be construed so as to diminish the rights of a lessor, if
8 any, to terminate a lease for other reasons permitted under law
9 or pursuant to the lease agreement.

10 (b) The owner or lessor may bring a forcible entry and
11 detainer action, or, if the State's Attorney of the county in
12 which the real property is located or the corporation counsel
13 of the municipality in which the real property is located
14 agrees, assign to that State's Attorney or corporation counsel
15 the right to bring a forcible entry and detainer action on
16 behalf of the owner or lessor, against the lessee and all
17 occupants of the leased premises alleging the criminal activity
18 and any other alleged violations of the lease. The assignment
19 must be in writing on a form prepared by the State's Attorney
20 of the county in which the real property is located or the
21 corporation counsel of the municipality in which the real
22 property is located, as applicable. If the owner or lessor
23 assigns the right to bring a forcible entry and detainer
24 action, the assignment shall be limited to those rights and
25 duties up to and including delivery of the order of eviction to
26 the sheriff for execution. The owner or lessor shall remain

1 liable for the cost of the eviction whether or not the right to
2 bring the forcible entry and detainer action has been assigned.

3 (c) A person does not forfeit any part of his or her
4 security deposit due solely to an eviction under the provisions
5 of this Section, except that a security deposit may be used to
6 pay fees charged by the sheriff for carrying out an eviction.

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

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

1 (f) A judgment for possession of the premises entered in an
2 action brought by a lessor or lessor's assignee based on an act
3 that would constitute a felony or a Class A misdemeanor, if the
4 action was brought as a result of a lessor or lessor's assignee
5 declaring a lease terminated ~~void~~ pursuant to this Section, may
6 not be stayed for any period in excess of 7 days by the court
7 unless all parties agree to a longer period. Thereafter the
8 lessor ~~plaintiff~~ shall be entitled to re-enter the premises
9 immediately. The sheriff or other lawfully deputized officers
10 shall execute an order entered pursuant to this Section within
11 7 days of its entry, or within 7 days of the expiration of a
12 stay of judgment, if one is entered.

13 (g) Nothing in this Section shall limit the rights of an
14 owner or lessor to bring a forcible entry and detainer action
15 on the basis of other applicable law.

16 (Source: P.A. 97-236, eff. 8-2-11.)

17 (735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

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

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

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

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

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