

SB1766



97TH GENERAL ASSEMBLY

State of Illinois

2011 and 2012

SB1766

Introduced 2/9/2011, by Sen. A. J. Wilhelmi

SYNOPSIS AS INTRODUCED:

735 ILCS 5/9-120

Amends the Code of Civil Procedure. Provides that a written lease shall notify the lessee that if the lessee or any occupant uses or permits the use of the premises for a felony or Class A misdemeanor, the lessor may void the lease. Provides that the failure to include this warning in a written or oral lease does not waive or impair the lessor's rights. Provides that nothing in these provisions diminishes the lessor's other rights. Provides that a forcible entry and detainer action may be brought by the lessor, State's Attorney, or corporation counsel of the municipality in which the property is located. Makes other changes. Effective immediately.

LRB097 08058 AJO 48181 b

A BILL FOR

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 Section 9-120 as follows:

6 (735 ILCS 5/9-120)

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

9 (a) If any lessee or occupant, on one or more occasions,
10 uses or permits the use of leased premises for the commission
11 of any act that would constitute a felony or a Class A
12 misdemeanor under the laws of this State, the lease or rental
13 agreement shall, at the option of the lessor or the lessor's
14 assignee become void, and the owner or lessor shall be entitled
15 to recover possession of the leased premises as against a
16 tenant holding over after the expiration of his or her term. A
17 written lease shall notify the lessee that if any lessee or
18 occupant, on one or more occasions, uses or permits the use of
19 the leased premises for the commission of a felony or Class A
20 misdemeanor under the laws of this State, the lessor shall have
21 the right to void the lease and recover the leased premises.
22 Failure to include this language in a written lease or the use
23 of an oral lease shall not waive or impair the rights of the

1 lessor or lessor's assignee under this Section or the lease.
2 This Section shall not be construed so as to diminish the
3 rights of a lessor, if any, to terminate a lease for other
4 reasons permitted under law or pursuant to the lease agreement.

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

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

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

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

21 (f) A judgment for possession of the premises entered in an
22 action brought by a lessor or lessor's assignee, if the action
23 was brought as a result of a lessor or lessor's assignee
24 declaring a lease void pursuant to this Section, may not be
25 stayed for any period in excess of 7 days by the court unless
26 all parties agree to a longer period. Thereafter the plaintiff

1 shall be entitled to re-enter the premises immediately. The
2 sheriff or other lawfully deputized officers shall execute an
3 order entered pursuant to this Section within 7 days of its
4 entry, or within 7 days of the expiration of a stay of
5 judgment, if one is entered.

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

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

10 Section 99. Effective date. This Act takes effect upon
11 becoming law.