



Rep. Anthony DeLuca

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09700SB1766ham001

LRB097 08058 AJ0 55030 a

1 AMENDMENT TO SENATE BILL 1766

2 AMENDMENT NO. _____. Amend Senate Bill 1766 by replacing
3 everything after the enacting clause with the following:

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, the lease or rental
14 agreement shall, at the option of the lessor or the lessor's
15 assignee be terminated ~~become void~~, and the owner or lessor
16 shall be entitled to recover possession of the leased premises

1 ~~as against a tenant holding over after the expiration of his or~~
2 ~~her term.~~ A written lease shall contain language that if the
3 lessee or occupant uses or permits the use of the leased
4 premises for the commission of any act that would constitute a
5 felony or a Class A misdemeanor under the laws of this State,
6 the owner or lessor shall have the right to terminate the lease
7 and recover possession of the leased premises. Failure to
8 include this language in a lease, or if the lease is oral,
9 shall not waive or impair the rights of the lessor or lessor's
10 assignee under this Section or the lease.

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

1 the sheriff for execution. The owner or lessor shall remain
2 liable for the cost of the eviction whether or not the right to
3 bring the forcible entry and detainer action has been assigned.

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

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

23 (e) After a trial, if the court finds, by a preponderance
24 of the evidence, that the allegations in the complaint have
25 been proven, the court shall enter judgment for possession of
26 the premises in favor of the lessor ~~plaintiff~~ and the court

1 shall order that the lessor ~~plaintiff~~ shall be entitled to
2 re-enter the premises immediately.

3 (f) A judgment for possession of the premises entered in an
4 action brought by a lessor or lessor's assignee based on an act
5 that would constitute a felony or a Class A misdemeanor, if the
6 action was brought as a result of a lessor or lessor's assignee
7 declaring a lease terminated ~~void~~ pursuant to this Section, may
8 not be stayed for any period in excess of 7 days by the court
9 unless all parties agree to a longer period. Thereafter the
10 lessor ~~plaintiff~~ shall be entitled to re-enter the premises
11 immediately. The sheriff or other lawfully deputized officers
12 shall execute an order entered pursuant to this Section within
13 7 days of its entry, or within 7 days of the expiration of a
14 stay of judgment, if one is entered.

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

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

22 (735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

23 Sec. 9-210. Notice to quit. When default is made in any of
24 the terms of a lease, it is not necessary to give more than 10
25 days' notice, or, if the lessor is also providing notice of

1 termination pursuant to Section 9-120 of this Code, more than 5
2 days' notice to quit, or of the termination of such tenancy,
3 and the same may be terminated on giving such notice to quit at
4 any time after such default in any of the terms of such lease.
5 Such notice may be substantially in the following form:

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

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

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

19 Section 99. Effective date. This Act takes effect upon
20 becoming law."