

LANDLORD AND TENANT ACT

765 ILCS 705/

PROPERTY
(765 ILCS 705/) Landlord and Tenant Act.

(765 ILCS 705/0.01) (from Ch. 80, par. 90)

Sec. 0.01. Short title. This Act may be cited as the Landlord and Tenant Act.

(Source: P.A. 89-32, eff. 6-30-95.)

(765 ILCS 705/1) (from Ch. 80, par. 91)

Sec. 1. Liability exemptions.

(a) Except as otherwise provided in subsection (b), every covenant, agreement, or understanding in or in connection with or collateral to any lease of real property, exempting the lessor from liability for damages for injuries to person or property caused by or resulting from the negligence of the lessor, his or her agents, servants or employees, in the operation or maintenance of the demised premises or the real property containing the demised premises shall be deemed to be void as against public policy and wholly unenforceable.

(b) Subsection (a) does not apply to a provision in a non-residential lease that exempts the lessor from liability for property damage.

(Source: P.A. 94-601, eff. 8-16-05.)

(765 ILCS 705/3)

Sec. 3. Rent payments at business office; cross-reference. Leases and other rental agreements may be subject to Section 9-218 of the Code of Civil Procedure (735 ILCS 5/9-218).

(Source: P.A. 94-2, eff. 5-31-05.)

(765 ILCS 705/5)

Sec. 5. Class X felony by lessee or occupant.

(a) If, after the effective date of this amendatory Act of 1995, any lessee or occupant is charged during his or her lease or contract term with having committed an offense on the premises constituting a Class X felony under the laws of this State, upon a judicial finding of probable cause at a preliminary hearing or indictment by a grand jury, the lease or contract for letting the premises shall, at the option of the lessor or the lessor's assignee, become void, and the owner or the owner's assignee may notify the lessee or occupant by posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice. The notice shall state the basis for its issuance on forms provided by the circuit court clerk of the county in which the real property is located. The owner or owner's assignee may have the same remedy to recover possession of the premises as against a tenant holding over after the expiration of his or her term. The owner or lessor may bring a forcible entry and detainer action.

(b) A person does not forfeit his or her security deposit or any part of the security deposit due solely to an eviction under the provisions of this Section.

(c) If a lessor or the lessor's assignee voids a contract under the provisions of this Section, and a tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or the lessor's assignee may seek relief under Article IX of the Code

of Civil Procedure. Notwithstanding Sections 9-112, 9-113, and 9-114 of the Code of Civil Procedure, judgment for costs against the plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith if the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency or the State's Attorney.

(d) The provisions of this Section are enforceable only if the lessee or occupant and the owner or owner's assignee have executed a lease addendum for drug free housing as promulgated by the United States Department of Housing and Urban Development or a substantially similar document.

(Source: P.A. 89-82, eff. 6-30-95.)

(765 ILCS 705/10)

Sec. 10. Failure to inform lessor who is a child sex offender and who resides in the same building in which the lessee resides or intends to reside that the lessee is a parent or guardian of a child under 18 years of age. If a lessor of residential real estate resides at such real estate and is a child sex offender as defined in Section 11-9.3 or 11-9.4 of the Criminal Code of 1961 or the Criminal Code of 2012 and rents such real estate to a person who does not inform the lessor that the person is a parent or guardian of a child or children under 18 years of age and subsequent to such lease, the lessee discovers that the landlord is a child sex offender, then the lessee may not terminate the lease based upon such discovery that the lessor is a child sex offender and such lease shall be in full force and effect. This subsection shall apply only to leases or other rental arrangements entered into after the effective date of this amendatory Act of the 95th General Assembly.

(Source: P.A. 96-1551, eff. 7-1-11; 97-1150, eff. 1-25-13.)

(765 ILCS 705/15)

Sec. 15. Changing or rekeying of the dwelling unit lock.

(a) A lessor of a dwelling unit shall comply with the provisions of this Section regarding the changing or rekeying of the dwelling unit lock. For the purposes of this Section, "dwelling unit" means a room or suite of rooms used for human habitation and for which a lessor and a lessee have a written lease agreement.

(b) After a dwelling unit has been vacated and on or before the day that a new lessee takes possession of the dwelling unit, the lessor shall change or rekey the immediate access to the lessee's individual dwelling unit. For the purposes of this Section, "change or rekey" means:

- (1) replacing the lock;
- (2) replacing the locking or cylinder mechanism in the lock so that a different key is used to unlock the lock;
- (3) changing the combination on a combination or digital lock;
- (4) changing an electronic lock so that the means or method of unlocking the lock is changed from the immediately prior tenant; or
- (5) otherwise changing the means of gaining access to

the lessee's locked individual dwelling unit so that it is not identical to the prior lessee's means of gaining access to the lessee's locked individual dwelling unit.

(c) If a lessor does not change or rekey the lock as required in this Section, and a theft occurs at that dwelling unit that is attributable to the lessor's failure to change or rekey the lock, the landlord is liable for any damages from the theft that occurs as a result of the lessor's failure to comply with this Section.

(d) The provisions of this Section do not apply if the lessee has obtained the right to change or rekey the dwelling unit lock pursuant to a written lease agreement.

(e) The provisions of this Section do not apply to (i) an apartment rental in an apartment building with 4 units or less when one of the units is occupied by the owner or (ii) the rental of a room in a private home that is owner-occupied.

(f) This Section applies only in counties having a population of more than 3,000,000.

(Source: P.A. 97-470, eff. 1-1-12.)

(765 ILCS 705/16)

Sec. 16. Military personnel in military service; right to terminate lease.

(a) In this Section:

"Military service" means any full-time training or duty, no matter how described under federal or State law, for which a service member is ordered to report by the President, Governor of a state, commonwealth, or territory of the United States, or other appropriate military authority.

"Service member" means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, the District of Columbia, a commonwealth, or a territory of the United States.

(b) A tenant who is a service member that has entered military service for a period greater than 29 consecutive days or any member of the tenant's family who resides with the tenant at the leased premises may terminate a lease for a mobile home lot, residential premises, non-residential premises, or farm or agricultural real property if the tenant enters military service for greater than 29 consecutive days after executing the lease or the tenant, while in military service, receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days, regardless of whether the lease was signed before or during military service. This provision applies to leases executed on or after the effective date of this amendatory Act of the 97th General Assembly.

(c) In order to exercise the right to terminate the lease granted to a service member under this Section, a service member or a member of the service member's family who resides with the service member at the leased premises must provide the landlord or mobile home park operator with a copy of the orders calling the service member to military service in excess of 29 consecutive days and of any orders further extending the service member's period of service.

(d) Termination of the lease is effective 30 days after the delivery of the notice to the landlord, except that if rent is paid in monthly installments the termination is

effective 30 days after the next rental payment due date after the date of the notice to the landlord. If any rent payment was made in advance, the landlord must return any unearned portion and the landlord must return any security deposit paid, except to the extent that there are actual damages or repairs to be paid from the security deposit as provided in the lease agreement.

(e) A landlord's failure to accept a service member's termination of a lease that is effected pursuant to this Section imposed by this Section constitutes a civil rights violation under the Illinois Human Rights Act. All proceeds from the collection of any civil penalty imposed under this subsection shall be deposited into the Illinois Military Family Relief Fund.

(Source: P.A. 97-913, eff. 1-1-13.)

**PROPERTY
(765 ILCS 710/) Security Deposit Return Act.**

(765 ILCS 710/0.01) (from Ch. 80, par. 100)

Sec. 0.01. Short title. This Act may be cited as the Security Deposit Return Act.
(Source: P.A. 86-1324.)

(765 ILCS 710/1) (from Ch. 80, par. 101)

Sec. 1. A lessor of residential real property, containing 5 or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person, by mail directed to his last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises.

Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

(Source: P.A. 97-999, eff. 1-1-13.)

(765 ILCS 710/1.1) (from Ch. 80, par. 101.1)

Sec. 1.1. In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a lessor who has received a security deposit or prepaid rent from a lessee, the transferee of such property shall be liable to that lessee for any security deposit, including statutory interest, or prepaid rent which the lessee has paid to the transferor. Transferor shall remain jointly and severally liable with the transferee to the lessee for such security deposit or prepaid rent.

(Source: P.A. 81-1525.)

(765 ILCS 710/1.2)

Sec. 1.2. Security deposit transfer. Notwithstanding

Section 1.1, when a lessor transfers actual possession of a security deposit received from a lessee, including any statutory interest that has not been paid to a lessee, to a holder of the certificate of sale or deed issued pursuant to that certificate or, if no certificate or deed was issued, the purchaser of a foreclosed property under Article 15 of the Code of Civil Procedure, the holder or purchaser shall be liable to a lessee for the transferred security deposit, including any statutory interest that has not been paid to the lessee, as provided in this Act. Within 21 days after the transfer of the security deposits and receipt of the name and address of any lessee who paid a deposit, the holder or purchaser shall post a written notice on the primary entrance of each dwelling unit at the property with respect to which the holder or purchaser has acquired actual possession of a security deposit. The written notice shall state that the holder or purchaser has acquired the security deposit paid by the lessee in connection with the lessee's rental of that dwelling unit.

(Source: P.A. 97-575, eff. 8-26-11.)

(765 ILCS 710/2) (from Ch. 80, par. 102)

Sec. 2.

This Act takes effect January 1, 1974 and applies to leases executed on or after that date.

(Source: P.A. 78-588.)

PROPERTY**(765 ILCS 715/) Security Deposit Interest Act.**

(765 ILCS 715/0.01) (from Ch. 80, par. 120)

Sec. 0.01. Short title. This Act may be cited as the Security Deposit Interest Act.

(Source: P.A. 86-1324.)

(765 ILCS 715/1) (from Ch. 80, par. 121)

Sec. 1. A lessor of residential real property, containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of real property, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement on any deposit held by the lessor for more than 6 months.

(Source: P.A. 87-386; 88-449.)

(765 ILCS 715/2) (from Ch. 80, par. 122)

Sec. 2. The lessor shall, within 30 days after the end of each 12 month rental period, pay to the lessee any interest, by cash or credit to be applied to rent due, except when the lessee is in default under the terms of the lease.

A lessor who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he has willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and reasonable attorneys fees.

(Source: P.A. 79-1428.)

(765 ILCS 715/3) (from Ch. 80, par. 123)

Sec. 3. This Act does not apply to any deposit made with respect to public housing.

(Source: P.A. 80-491.)

PROPERTY
(765 ILCS 720/) Retaliatory Eviction Act.

(765 ILCS 720/0.01) (from Ch. 80, par. 70)

Sec. 0.01. Short title. This Act may be cited as the Retaliatory Eviction Act.
(Source: P.A. 86-1324.)

(765 ILCS 720/1) (from Ch. 80, par. 71)

Sec. 1. It is declared to be against the public policy of the State for a landlord to terminate or refuse to renew a lease or tenancy of property used as a residence on the ground that the tenant has complained to any governmental authority of a bona fide violation of any applicable building code, health ordinance, or similar regulation. Any provision in any lease, or any agreement or understanding, purporting to permit the landlord to terminate or refuse to renew a lease or tenancy for such reason is void.
(Source: Laws 1963, p. 1508.)

PROPERTY
(765 ILCS 725/) Property Taxes of Alien Landlords Act.

(765 ILCS 725/0.01) (from Ch. 6, par. 8.9)

Sec. 0.01. Short title. This Act may be cited as the Property Taxes Of Alien Landlords Act.
(Source: P.A. 86-1324.)

(765 ILCS 725/1) (from Ch. 6, par. 9)

Sec. 1. No contract, agreement or lease in writing or by parol, by which any lands or tenements therein are demised or leased by any alien or his agents for the purpose of farming, cultivation or the raising of crops thereon, shall contain any provision requiring the tenant or other person for him, to pay taxes on said lands or tenements, or any part thereof, and all such provisions, agreements and leases so made are declared void as to the taxes aforesaid. If any alien landlord or his agents shall receive in advance or at any other time any sum of money or article of value from any tenant in lieu of such taxes, directly or indirectly, the same may be recovered back by such tenant before any court having jurisdiction of the amount thereof, and all provisions or agreements in writing or otherwise to pay such taxes shall be held in all courts of this state to be void.
(Source: P.A. 81-1509.)

PROPERTY
(765 ILCS 730/) Rent Concession Act.

(765 ILCS 730/0.01) (from Ch. 80, par. 40.9)

Sec. 0.01. Short title. This Act may be cited as the Rent Concession Act.

(Source: P.A. 86-1324.)

(765 ILCS 730/1) (from Ch. 80, par. 41)

Sec. 1. That the purpose of this Act is to regulate the prevalent practice of making or using written leases of real estate, which, because of concessions to the lessees, do not truly state the real net rent being paid, it being recognized that such practice can be, and frequently is, used to mislead prospective purchasers and lessees, and lenders of money on the security of such real estate, into a belief that the rental value or market value thereof is greater than it really is.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/2) (from Ch. 80, par. 42)

Sec. 2. A rent concession is made, within the meaning of this Act, when, in case of a written lease of real estate or a part thereof, the lessor before or at the time the lease or any agreement therefor is entered into, and in consideration of such lease or agreement therefor, directly or indirectly, gives, or agrees or promises to give, to the lessee, without express mention thereof in the lease, any of the following: (1) any credit upon the rent reserved by the lease between the parties, or rebate of such rent or any part thereof after payment thereof by the lessee, or (2) the right, privilege or license to occupy the leased premises for a period other than the term created by the lease, rent free or for a rent less than the average rent fixed by the lease for the entire term, or (3) any other valuable thing, right or privilege. Repairing and decorating the leased premises by the lessor shall not be deemed a rent concession. An agreement by a lessor to waive any of the terms or conditions of the lease other than those relating to the payment of rent shall not be deemed a rent concession.

(Source: P.A. 88-45.)

(765 ILCS 730/3) (from Ch. 80, par. 43)

Sec. 3. When a rent concession shall be made in the case of any lease hereafter entered into, it shall be the duty of the lessor, at the time or immediately after the lease is made, to cause such lease to bear a legend across the face and text thereof plainly legible and in letters not less than one-half inch in height consisting of the words "Concession Granted," and to bear a memorandum on the margin or across the face of such lease stating the amount or extent and nature of each such concession, and any failure on the part of a lessor so to do shall be unlawful and a violation of this Act.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/4) (from Ch. 80, par. 44)

Sec. 4. When a rent concession shall have been made in the case of any lease heretofore or hereafter entered into, it

shall be unlawful and a violation of this Act for any person knowing of such concession, to exhibit such lease to any purchaser or lessee or prospective purchaser or lessee of real estate, any part of which is covered by the lease, or to any lender of money, or prospective lender of money on such real estate or any part thereof as security, unless such lease shall bear the legend and memorandum required by section 3 hereof in the case of leases heretofore made.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/5) (from Ch. 80, par. 45)

Sec. 5. The terms "lessor," "lessee" and "person" as used herein shall include the plural thereof and shall include corporations.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/5a) (from Ch. 80, par. 46)

Sec. 5a. The provisions of this Act shall have no application to farm or agricultural property, or property used as such, nor to any leases or evidences of leasing executed relative thereto.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/6) (from Ch. 80, par. 47)

Sec. 6. Any person or corporation violating the provisions of this Act, by using or exhibiting to any person, persons or corporation any written lease or other written evidence of leasing, not having endorsed thereon any and all concessions as herein provided, for the purpose of selling or effecting a sale of the premises in question or a loan thereon, shall be deemed guilty of a Class A misdemeanor.

(Source: P.A. 77-2701.)

PROPERTY**(765 ILCS 735/) Rental Property Utility Service Act.**

(765 ILCS 735/0.01) (from Ch. 80, par. 61)

Sec. 0.01. Short title. This Act may be cited as the Rental Property Utility Service Act.
(Source: P.A. 86-1324.)

(765 ILCS 735/1) (from Ch. 80, par. 62)

Sec. 1. Utility payments; termination and restoration of service. Whenever, pursuant to any agreement, either written or verbal, a landlord or his or her agent is required to pay for any water, gas or electrical service, the landlord shall pay for the services to ensure that the services are available to the tenant throughout the term of the lease and shall pay for the services in a timely manner so as not to cause an interruption of the services. If the landlord or his or her agent does not pay for such service, the tenant, or tenants in the event more than one tenant is served by a common system of water, gas or electrical service, including electrical service to common areas, which goes through a common meter in a single building, may either (i) terminate the lease; however, the termination of the lease under this Section does not absolve the landlord or tenant from any obligations that have arisen under the lease prior to its termination under this Section; or (ii) pay for such service if the nonpayment jeopardizes the continuation of the service to the tenant or tenants, as the case may be. The utility company shall not terminate service for such nonpayment until the utility company mails, delivers or posts a notice as specified in Section 3 to all tenants of buildings with 3 or more residential apartments. Upon receipt of such payment of the past due cost of such water, gas or electrical service owed by the landlord, the provider of such service shall immediately restore service to such tenant or tenants. In the alternative, the provider of such service shall immediately restore and continue such service to any tenant who (a) requests that the utility put the bill in his or her name; (b) establishes satisfactory credit references or provides for and pays a security deposit pursuant to the rules and regulations of the Illinois Commerce Commission applicable to applicants for new utility service; and (c) agrees to pay future bills. Any sums the tenant or tenants, as the case may be, pay for water, gas or electrical service that the landlord or his or her agent was required to pay may be deducted from the rent due by the tenant or tenants, and the total rent is diminished by the amount the tenant or tenants, as the case may be, have paid for the continuation of the water, gas or electrical service.

(Source: P.A. 93-994, eff. 1-1-05.)

(765 ILCS 735/1.1) (from Ch. 80, par. 62.1)

Sec. 1.1. Definitions. As used in this Act:

"Agreement" includes leases, oral agreements, and any other understandings or contracts reached between a landlord and a tenant.

"Individually metered utilities" means that the utility service to one or more rental dwelling units in a building is registered by an individual meter for each dwelling unit.

"Master metered utilities" means that the utility service

to a building with one or more rental dwelling units is registered by a single meter for the building.

"Landlord" includes the owner of a building, the owner's agent, and the lessor of a building.

"Tenant" includes occupants of a building or mobile home, whether under a lease or periodic tenancy.

"Utility company" includes all suppliers of utility service, including municipalities.

"Utility service" includes electric, gas, water, or sanitary utility service rendered by a utility company to a tenant at a specific location.

(Source: P.A. 87-178.)

(765 ILCS 735/1.2) (from Ch. 80, par. 62.2)

Sec. 1.2. Certain tenant-paid utility payment arrangements prohibited; Notice of change in payment arrangement.

(a) No landlord shall rent or cause to be rented any unit in which the tenant is responsible by agreement, implication, or otherwise for direct payment for utility service to the utility company and in which the utility company billing for that service includes any service to common areas of the building or other units or areas used or occupied by persons other than the individual tenant and those occupying the unit with the tenant on the utility account, unless, before offering an initial lease or a renewal lease, accepting a security deposit, or otherwise entering into an agreement with the prospective tenant to let the premises:

(1) The landlord provides the prospective tenant with a written statement setting forth the specific areas of the building and any appurtenances that are served by the meter that will be in the tenant's name and the nature of the utility uses of those areas, including any that have not been reflected in past utility company billings but that may arise (such as the rental of a neighboring unit that has been vacant, the installation of washers and driers in the basement, or the use of the garage for mechanics);

(2) The landlord provides the prospective tenant with copies of the utility bills for the unit for the previous 12 months, unless waived by the tenant in writing;

(3) The landlord neither suggests nor requires the tenant to collect any money for utility bills from neighboring tenants whose utility usage will be reflected in the prospective tenant's utility company billings; and

(4) The landlord sets forth in writing the amount of the proposed rent reduction, if any, that is offered to compensate for the tenant's payments for utility usage outside of the tenant's unit.

(b) No landlord shall request or cause to be effected a change (i) from landlord-paid master metered utilities to tenant-paid individually metered utilities or (ii) from landlord-paid to tenant-paid utilities, regardless of the metering arrangement, during the term of a lease. The landlord shall provide a minimum of 30 days notice to each affected tenant before effecting such a change in service; for tenants under a lease, the notice shall be provided to the tenants no less than 30 days before the expiration of the lease term. This subsection does not prohibit the landlord and tenant from agreeing to amend the lease to effect such a change; the

amendment must be in writing and subscribed by both parties.

(c) Any term or condition in a rental agreement between the landlord and the tenant that is inconsistent with this Section is void and unenforceable.

(d) Nothing in this Section affects the relationship between a utility company and its customers.

(Source: P.A. 87-178.)

(765 ILCS 735/1.3) (from Ch. 80, par. 62.3)

Sec. 1.3. Tenant remedies and burdens of proof.

(a) A residential tenant shall be entitled to recover damages from the landlord for the utility bills rendered in the tenant's name as a result of the landlord's violation of this Act and which the landlord has not paid to the utility company. The tenant shall have the burden of establishing that the tenant was billed for utility service as a result of the landlord's violation of this Act. Upon proof by the tenant that the tenant was billed an amount for service not attributable to the unit or premises occupied by the tenant, the landlord shall be liable to the tenant for 100% of those utility bills. However, this sum shall be reduced by whatever percentage of use that the court finds that the landlord has established to have been attributable to the unit or premises the tenant occupied during the period that the violation continued. The tenant may recover these damages by an action at law or by a counterclaim in any action brought by the landlord against the tenant. The court may treble the damage award when the court finds that the landlord's violation of this Act was knowing or intentional. The tenant may also recover costs and fees, including attorneys fees, if the amount awarded by the court for utility service is in excess of \$3,000. The remedies contained in this Act do not limit or supersede any remedies the tenant may have under a lease, contract, or the laws, including the common law, of this State.

(b) This Section shall be prospective in application; the remedies shall not attach to any violation that occurred before July 1, 1992.

(c) Nothing in this Section affects the relationship between a utility company and its customers.

(Source: P.A. 87-178; 87-895.)

(765 ILCS 735/1.4) (from Ch. 80, par. 62.4)

Sec. 1.4. Prohibition on termination of utility service by landlord. No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication (such as where the utilities are master metered) or (ii) by tampering with equipment or lines. This Section does not prohibit temporary utility shutoffs in cases of emergencies such as gas leaks or fire or, upon 7 days written notice to each affected tenant, temporary shutoffs required for building repairs or rehabilitation.

(Source: P.A. 87-177; 87-895.)

(765 ILCS 735/2) (from Ch. 80, par. 63)

Sec. 2. Receivership; utility service termination.

(a) Tenants, upon receiving notice of utility service

termination pursuant to Section 1, and utility companies may petition the circuit court, or any court having jurisdiction, for appointment of a receiver of rents due for use and occupancy of the building. No one building may be the subject of more than 2 such petitions in any consecutive 12 month period. The petition shall be served upon the landlord at his or her last known address and upon the utility company which has rendered notice of termination of utility service, except when the utility company is the petitioner. Upon a finding that the tenants' utility service is subject to termination or has been terminated as a result of an amount due and owing by the landlord to the utility company, the court shall appoint a receiver who shall be authorized to collect rents due from the tenants for use and occupancy of the building. The court shall also design a payment plan through which the receiver shall be required to remit to the utility company such portion of the funds as are necessary for payment of current utility bills incurred during the term of the receivership, including any security deposit requested by the utility in accordance with the rules and regulations of the Illinois Commerce Commission. The receiver shall remit the remainder of the collected rents as the court shall direct, taking into consideration the ordinary and necessary expenses of the property including, but not limited to, repair, maintenance, other utility bills, property taxes, arrearages which were the subject of the petition, and any capital expenditures deemed necessary by the court. The landlord or his or her agent shall be liable for arrearages due to the utility company which the court in its payment plan determines cannot feasibly be remitted by the receiver from the collected rents within 12 months.

(b) Within 10 days of the appointment of the receiver, during which time the utility company shall not discontinue service to the building for reason of nonpayment, such receiver shall make a determination as to whether or not the rents due for the use and occupancy of the building can reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility. Upon a determination by the court that the rents due for the use and occupancy of the building cannot reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility, such receivership shall be terminated.

(c) In the event that a petition for receivership is filed after utility service has been terminated, service shall be restored as soon as the utility company receives notice that a receiver has been appointed. The receiver shall make all reasonable efforts to provide to the utility access to the building at all times.

(d) Any receivership established pursuant to this Section shall be terminated by the court upon its finding that the arrearage which was the subject of the petition has been satisfied or upon its finding that the income from the building has become insufficient to pay current utility bills and retire the arrearages as ordered by the court and shows no reasonable likelihood of becoming sufficient.

(Source: P.A. 87-177.)

(765 ILCS 735/2.1) (from Ch. 80, par. 63.1)
Sec. 2.1. Tenant damages.

(a) A landlord's violation of Section 1.4 entitles the residential tenant to damages from the landlord in the amount of a 100% abatement of the rental obligation for each month, and prorated for each part of a month, that the utility service was terminated and to consequential damages. The tenant has a duty to mitigate damages.

(b) When utility service is terminated as a result of the landlord's violation of Section 1.4 under circumstances demonstrating the landlord's deliberate or reckless indifference or wilful disregard for the rights of the tenants, or bad faith, the court may additionally award each affected residential tenant in the building statutory damages up to \$300 each or the sum of \$5,000 divided by the number of affected tenants, whichever is less.

(Source: P.A. 87-177; 87-895.)

(765 ILCS 735/2.2) (from Ch. 80, par. 63.2)

Sec. 2.2. Recovery of damages; costs and fees. In the case of a petition filed on or after July 1, 1992, where termination of utility service is averted as a result of action taken by the utility company or tenant or tenants under Section 2, the petitioner is entitled to recover its costs (including court costs), fees (including attorney's fees), and expenses incurred in connection with bringing the receivership proceeding. The costs, fees, and expenses, and damages recoverable under Section 2.1, may be awarded by the court in the receivership proceeding. The sum awarded by the court to the utility company shall be paid by the receiver to the utility company out of the rents paid to the receiver.

(Source: P.A. 87-177.)

(765 ILCS 735/3) (from Ch. 80, par. 64)

Sec. 3. Notice of utility service termination. The utility company shall notify all tenants of buildings with 3 or more residential apartments of the proposed termination of utility service. This notice shall contain the following information: (1) the specific date, no sooner than 10 days after the notice is rendered, that utility service is subject to termination; (2) a statement of the tenants' statutory right either (A) to pay the utility company the amount due and owing by the landlord and to deduct the amount paid to the utility company from the rent due on the rental agreement or (B) to petition the court for appointment of a receiver to collect the rents due for use and occupancy of the building and remit a portion to the utility company for payment of utility bills; (3) the dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bill; and (4) the name and telephone number of any legal services agency within the utility company's service area where the tenants may obtain free legal assistance. Any notice provided to tenants of a building under this Act shall be of a conspicuous size, on red paper, and in at least 14 point bold face type, except that the words "notice of (utility service) termination" shall be in 36 point bold face type if the notice is posted, and shall state:

It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.

(Source: P.A. 87-177.)

(765 ILCS 735/4) (from Ch. 80, par. 65)

Sec. 4. The lessor, landlord or his agent shall not increase rent paid by the lessees or tenants of the building in order to collect all or part of the amount lawfully deducted for utility service pursuant to this Act.

(Source: P.A. 80-1453.)

(765 ILCS 735/5) (from Ch. 80, par. 66)

Sec. 5. Nothing in this Act shall be construed to prevent a utility company from pursuing any other action or remedy that it may have against the lessor, landlord or his agent for any amounts due and owing to the utility company and nothing in this Act shall be construed to prevent a utility company from acting in the interest of public safety.

(Source: P.A. 80-1453.)

PROPERTY**(765 ILCS 740/) Tenant Utility Payment Disclosure Act.**

(765 ILCS 740/1) (from Ch. 80, par. 351)

Sec. 1. Short title. This Act may be cited as the Tenant Utility Payment Disclosure Act.

(Source: P.A. 87-176.)

(765 ILCS 740/5) (from Ch. 80, par. 355)

Sec. 5. Disclosure of utility payments included in rent.

(a) No landlord may demand payment for master metered public utility services pursuant to a lease provision providing for tenant payment of a proportionate share of public utility service without the landlord first providing the tenant with a copy in writing either as part of the lease or another written agreement of the formula used by the landlord for allocating the public utility payments among the tenants. The total of payments under the formula for the building as a whole for a billing period may not exceed the sum demanded by the public utility. The formula shall include all those that use that public utility service and may reflect variations in apartment size or usage. The landlord shall also make available to the tenant upon request a copy of the public utility bill for any billing period for which payment is demanded. Nothing herein shall preclude a landlord from leasing property to a tenant, including the cost of utilities, for a rental which does not segregate or allocate the cost of the utilities.

(b) No condominium or common interest community association may demand payment for master metered public utility services from a unit owner of a proportionate share for public utility service without the condominium or common interest community association first providing the unit owner with a copy in writing of the formula used by the association for allocating the public utility payments among the unit owners. The total of payments under the formula for the association as a whole for the annual budgeted billing period may not exceed the sum demanded by the public utility, provided however, that the board of directors of the association may direct that any payments received by the association in excess of actual utility bills be applied to other budgeted items having a deficit, or be applied to the association's reserve fund, or be credited to the account of the unit owners for the following year's budget. The formula shall include all those that use that public utility service and may reflect, but is not limited to, percent interest, unit size, or usage. The condominium or common interest community association shall also make available to the unit owner upon request a copy of the public utility bill for any billing period for which payment is demanded. A condominium association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.4 of the Condominium Property Act. A common interest community association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.5 of the Condominium Property Act.

(Source: P.A. 87-176; 88-417.)

PROPERTY
(765 ILCS 742/) Residential Tenants' Right to Repair Act.

(765 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Residential Tenants' Right to Repair Act.
(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/5)

Sec. 5. Repair; deduction from rent. If a repair is required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, the tenant may notify the landlord in writing by registered or certified mail or other restricted delivery service to the address of the landlord or an agent of the landlord as indicated on the lease agreement; if an address is not listed, the tenant may send notice to the landlord's last known address of the tenant's intention to have the repair made at the landlord's expense. If the landlord fails to make the repair within 14 days after being notified by the tenant as provided above or more promptly as conditions require in the case of an emergency, the tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation. Emergencies include conditions that will cause irreparable harm to the apartment or any fixture attached to the apartment if not immediately repaired or any condition that poses an immediate threat to the health or safety of any occupant of the dwelling or any common area. After submitting to the landlord a paid bill from an appropriate tradesman or supplier unrelated to the tenant, the tenant may deduct from his or her rent the amount of the bill, not to exceed the limits specified by this Section and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by the tenant, the tenant shall also provide to the landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.
(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/10)

Sec. 10. Exceptions.

(a) This Act does not apply to public housing as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and any successor Act.

(b) This Act does not apply to condominiums.

(c) This Act does not apply to not-for-profit corporations organized for the purpose of residential cooperative housing.

(d) This Act does not apply to tenancies other than residential tenancies.

(e) This Act does not apply to owner-occupied rental property containing 6 or fewer dwelling units.

(f) This Act does not apply to any dwelling unit that is

subject to the Mobile Home Landlord and Tenant Rights Act.
(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/15)

Sec. 15. Tenant liabilities and responsibilities. The tenant is responsible for ensuring that:

(1) the repairs are performed in a workmanlike manner in compliance with the appropriate law, administrative rule, or local ordinance or regulation;

(2) the tradesman or supplier that is hired by the tenant to perform the repairs holds the appropriate valid license or certificate required by State or municipal law to make the repair; and

(3) the tradesman or supplier is adequately insured to cover any bodily harm or property damage that is caused by the negligence or substandard performance of the repairs by the tradesman or supplier.

The tenant is responsible for any damages to the premises caused by a tradesman or supplier hired by the tenant. A tenant shall not be entitled to exercise the remedies provided for in this Act if the tenant does not comply with the requirements of this Section.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/20)

Sec. 20. Defense to eviction. A tenant may not assert as a defense to an action for rent or eviction that rent was withheld under this Act unless the tenant meets all the requirements provided for in this Act.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/25)

Sec. 25. Mechanics lien laws. For purposes of mechanics lien laws, repairs performed or materials furnished pursuant to this Act shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/30)

Sec. 30. Home rule. A home rule unit may not regulate residential lease agreements in a manner that diminishes the rights of tenants under this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

(Source: P.A. 93-891, eff. 1-1-05.)

PROPERTY
(765 ILCS 745/) Mobile Home Landlord and Tenant Rights Act.

(765 ILCS 745/1) (from Ch. 80, par. 201)

Sec. 1. Applicability. This Act shall regulate and determine legal rights, remedies and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within this State. Any lease, written or oral, shall be unenforceable insofar as any provision thereof conflicts with any provision of this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/2) (from Ch. 80, par. 202)

Sec. 2. Jurisdiction. Any person whether or not a citizen or resident of this State, who owns, holds an ownership or beneficial interest in, uses, manages or possesses real estate situated in this State, submits himself or his personal representative to the jurisdiction of the courts of this State as to any action proceeding for the enforcement of an obligation arising under this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/3) (from Ch. 80, par. 203)

Sec. 3. Definitions. Unless otherwise expressly defined, all terms in this Act shall be construed to have their ordinarily accepted meanings or such meaning as the context therein requires.

(a) "Person" means any legal entity, including but not limited to, an individual, firm, partnership, association, trust, joint stock company, corporation or successor of any of the foregoing.

(b) "Manufactured home" means a factory-assembled, completely integrated structure designed for permanent habitation, with a permanent chassis, and so constructed as to permit its transport, on wheels temporarily or permanently attached to its frame, and is a movable or portable unit that is (i) 8 body feet or more in width, (ii) 40 body feet or more in length, and (iii) 320 or more square feet, constructed to be towed on its own chassis (comprised of frame and wheels) from the place of its construction to the location, or subsequent locations, at which it is installed and set up according to the manufacturer's instructions and connected to utilities for year-round occupancy for use as a permanent habitation, and designed and situated so as to permit its occupancy as a dwelling place for one or more persons. The term shall include units containing parts that may be folded, collapsed, or telescoped when being towed and that may be expected to provide additional cubic capacity, and that are designed to be joined into one integral unit capable of being separated again into the components for repeated towing. The term excludes campers and recreational vehicles.

(c) "Mobile Home Park" or "Park" means a tract of land or 2 contiguous tracts of land that contain sites with the necessary utilities for 5 or more mobile homes or manufactured homes. A mobile home park may be operated either free of charge or for revenue purposes.

(d) "Park Owner" means the owner of a mobile home park and any person authorized to exercise any aspect of the management

of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of such receipts to another person.

(e) "Tenant" means any person who occupies a mobile home rental unit for dwelling purposes or a lot on which he parks a mobile home for an agreed upon consideration.

(f) "Rent" means any money or other consideration given for the right of use, possession and occupancy of property, be it a lot, a mobile home, or both.

(g) "Master antenna television service" means any and all services provided by or through the facilities of any closed circuit coaxial cable communication system, or any microwave or similar transmission services other than a community antenna television system as defined in Section 11-42-11 of the Illinois Municipal Code.

(Source: P.A. 96-1477, eff. 1-1-11.)

(765 ILCS 745/4) (from Ch. 80, par. 204)

Sec. 4. Requisites for Rental or Offer of Mobile Home or Lot for Rental. No person shall rent or offer for rent any mobile home which does not conform to the sanitation, housing and health codes of the State or of the county or municipality in which the mobile home is located.

No person shall rent or offer for rent any lot in a mobile home park which does not conform to subdivision ordinances of the county or municipality in which the mobile home park is located.

(Source: P.A. 81-637.)

(765 ILCS 745/4a) (from Ch. 80, par. 204a)

Sec. 4a. No park owner, after the effective date of this amendatory Act of 1987, may require a tenant to remove an outside conventional television antenna, or require that a tenant subscribe to and pay for master antenna television services rather than use an outside conventional television antenna. This Section shall not prohibit an owner from supplying free master antenna television services provided that the price of such services, is not made a part of the rent of the tenant. This Section also shall not prohibit a park owner from requiring a tenant to remove an outside conventional television antenna if such owner makes available master antenna television services at no charge above the rental stated in such tenant's lease.

(Source: P.A. 86-627.)

(765 ILCS 745/5) (from Ch. 80, par. 205)

Sec. 5. Exemptions. No mobile home park operated by the State or the Federal Government, or park land owned by either, and no trailer park operated for the use of recreational campers or travel trailers shall be subject to the provisions of this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/6) (from Ch. 80, par. 206)

Sec. 6. Obligation of Park Owner to Offer Written Lease. Except as provided in this Act, no person shall offer a mobile home or lot for rent or sale in a mobile home park without having first exhibited to the prospective tenant or purchaser a copy of the lease applicable to the respective mobile home

park, unless the prospective tenant waives this right in writing.

(a) The park owner shall be required, on a date before the date on which the lease is signed, to offer to each present and future tenant a written lease for a term of not less than 24 months, unless the prospective tenant waives that right and the parties agree to a different term subject to existing leases which shall be continued pursuant to their terms.

(b) Tenants in possession on the effective date of this Act shall have 30 days after receipt of the offer for a written lease within which to accept or reject such offer; during which period, the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; providing that if the tenant has not so elected he shall vacate within the 30 day period.

(c) The park owner shall notify his tenants in writing not later than 30 days after the effective date of this Act, that a written lease shall be available to the tenant and that such lease is being offered in compliance with and will conform to the requirements of this Act.

(d) The park owner shall give 90 days' notice of any rent increase and no rent increase shall go into effect until 90 days after the notice. Upon receipt of the notice of the rent increase, a tenant shall have 30 days in which to accept or reject the rent increase. If the tenant rejects the rent increase, the tenant must notify the park owner of the date on which the tenant will vacate the premises, which shall be a date before the effective date of the rent increase.

(e) The park owner may provide for a specified rent increase between the first and second years of the lease.

(f) The park owner may offer a month-to-month tenancy agreement option to a tenant not wishing to make a long-term commitment if the tenant signs a written statement acknowledging that the park owner offered the tenant a longer term lease but the tenant chose instead to agree to only a month-to-month tenancy agreement. If the tenant declines to sign either a lease or a statement acknowledging that a lease was offered, the park owner shall sign and deliver to the tenant a statement to that effect. Any month-to-month tenancy agreement must provide a minimum of 90 days' notice to the tenant before any rent increase is effective.

(g) A prospective tenant who executes a lease pursuant to this Section may cancel the lease by notifying the park owner in writing within 3 business days after the prospective tenant's execution of the lease, unless the prospective tenant waives in writing this right to cancel the lease or waives this right by taking possession of the mobile home or the lot. The park owner shall return any security deposit or rent paid by the prospective tenant within 10 days after receiving the written cancellation.

(h) The maximum amount that a park owner may recover as damages for a tenant's early termination of a lease is the amount due under the lease, less any offset or mitigation through a re-lease.

(i) A tenant in possession of a mobile home or lot who is not subject to a current lease on the effective date of this amendatory Act of the 95th General Assembly shall be offered a lease by the park owner within 90 days after the effective date of this amendatory Act of the 95th General Assembly.

Tenants in possession on the effective date of this amendatory Act of the 95th General Assembly shall have 30 days after receipt of the offer for a written lease within which to accept or reject the offer, during which period the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; provided that if the tenant has not so elected he or she shall vacate within the 30-day period.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.3)

Sec. 6.3. Temporary Tenant. If a tenant suffers from an illness or disability that requires the tenant to temporarily leave the mobile home park, the park owner shall allow a relative or relatives, designated by the tenant or the tenant's legal guardian or representative, to live in the home for a period of up to 90 days as temporary occupants if the following conditions are met:

(1) The tenant must provide documentation of the disability or illness by a licensed physician dated within the past 60 days;

(2) The temporary occupant must meet all qualifications other than financial, including age in a community that provides housing for older persons, and the terms of the lease and park rules must continue to be met; as used in this item (2), "housing for older persons" has the meaning ascribed to that term in Section 3-106 of the Illinois Human Rights Act; and

(3) At least 5 days before occupancy, the temporary occupant must submit an application for residency to the park owner by which the temporary occupant provides all information required to confirm that the temporary occupant meets community requirements.

After the 90-day temporary occupancy period, the temporary occupant shall be required to provide documentation of ongoing financial ability to pay the costs relative to occupancy.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.4)

Sec. 6.4. Rent Deferral Program. A tenant or co-tenants may defer, for up to one year, payment of the amount by which the rent has most recently been increased if the tenant or co-tenants provide proof of inability to pay the increased rent amount by meeting the following requirements within 30 days of the date on which the tenant or co-tenants receive either a new lease or a notice of rent increase:

(1) The tenant or co-tenants attest, by sworn affidavit, that they shall diligently proceed to list their mobile home with a licensed sales entity and market it for sale;

(2) The tenant or co-tenants attest, by sworn affidavit, that the proposed new lease amount will exceed 45% of the tenant's or co-tenants' current taxable and non-taxable income, from whatever source derived; and

(3) The tenant or co-tenants provide verification in the form of a tax return and other such documents as may be required to independently verify the annual income and assets of the tenant or co-tenants.

If the tenant or co-tenants meet the above requirements,

the tenant or co-tenants may continue to reside in the mobile home for a period of up to 12 months or the date on which the tenant or co-tenants sell the mobile home to a new tenant approved by the park owner, whichever date is earlier. The tenant or co-tenants must remain current on all rent payments at the rental amount due before the notice of the rent increase. The tenant or co-tenants shall be required to pay, upon sale of the home, the deferred rent portion which represents the difference between the actual monthly rental amount paid starting from the effective date of the rent increase and the monthly amount due per the rent increase notice without any additional interest or penalty charges.
(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.5)

Sec. 6.5. Disclosure. A park owner must disclose in writing the following with every lease or sale and upon renewal of a lease of a mobile home or lot in a mobile home park:

- (1) the rent charged for the mobile home or lot in the past 5 years;
- (2) the park owner's responsibilities with respect to the mobile home or lot;
- (3) information regarding any fees imposed in addition to the base rent;
- (4) information regarding late payments;
- (5) information regarding any privilege tax that is applicable;
- (6) information regarding security deposits, including the right to the return of security deposits and interest as provided in Section 18 of this Act; and
- (7) information on a 3-year rent increase projection which includes the 2 years of the lease and the year immediately following. The basis for such rent increases may be a fixed amount, a "not to exceed" amount, a formula, an applicable index, or a combination of these methodologies as elected by the park owner. These increases may be in addition to all the non-controllable expenses including, but not limited to, property taxes, government assessments, utilities, and insurance.

The park owner must update the written disclosure at least once per year. The park owner must advise tenants who are renewing a lease of any changes in the disclosure from any prior disclosure.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/7) (from Ch. 80, par. 207)

Sec. 7. Effect of Unsigned Lease. If the tenant shall fail to sign a written lease which has been signed and tendered to him by the owner and shall further provide the owner with a rejection in writing of such offer, the tenant's continuation of possession and payment of rent without reservation shall constitute an acceptance of the lease with the same effect as if it had been signed by the tenant.

(Source: P.A. 81-637.)

(765 ILCS 745/8) (from Ch. 80, par. 208)

Sec. 8. Renewal of Lease.

- (a) Every lease of a mobile home or lot in a mobile home

park shall contain an option which automatically renews the lease; unless:

(1) the tenant shall notify the owners 30 days prior to the expiration of the lease that he does not intend to renew the lease;

(2) the park owner shall notify the tenant 30 days prior to the expiration of the lease that the lease will not be renewed and specify in writing the reasons, such as violations of park rules, health and safety codes or irregular or non-payment of rent;

(3) the park owner elects to cease the operation of either all or a portion of the mobile home park; or

(4) the park owner seeks to change the terms of the agreement pursuant to subsection (b) in which case the procedures set forth in subsection (b) shall apply, unless the only change is in the amount of rent, in which case it is sufficient if the park owner provides a letter notice to the tenant stating the changed rent amount; any notice of a change in the amount of rent shall advise the tenant that the tenant will be given a copy of the lease, upon request, at no charge and that no other changes in the lease are allowed.

(b) If there is no change in the lease, the park owner must provide the tenant with a letter notice stating there will be no change in the lease terms unless a new lease is signed. If there is a change in the rent, the park owner must offer to provide the tenant a copy of the lease without charge upon request.

(c) All notices required under this Section shall be by first class mail or personal service.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/8.5)

Sec. 8.5. Park Closure. If a park owner elects to cease the operation of either all or a portion of the mobile home park, the tenants shall be entitled to at least 12 months' notice of such ceasing of operations. If 12 months or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his or her lease up to the date of the closing. If less than 12 months remain in the term of his or her lease, the tenant is entitled to the balance of his or her lease plus a written month-to-month tenancy and rent must remain at the expiring lease rate to provide him or her with a full 12 months' notice.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/9) (from Ch. 80, par. 209)

Sec. 9. The Terms of Fees and Rents. The terms for payment of rent shall be clearly set forth and all charges for services, ground or lot rent, unit rent, or any other charges shall be specifically itemized in the lease and in all billings of the tenant by the park owner.

The owner shall not change the rental terms nor increase the cost of fees, except as provided herein.

The park owner shall not charge a transfer or selling fee as a condition of sale of a mobile home that is going to remain within the park unless a service is rendered.

Rents charged to a tenant by a park owner may be increased upon the renewal of a lease. Notification of an increase shall

be delivered 90 days prior to expiration of the lease.

The park owner shall not charge or impose upon a tenant any fee or increase in rent which reflects the cost to the park owner of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law against the park owner, including any attorney's fees and costs incurred by the park owner in connection therewith unless the fine, forfeiture, penalty, money damages, or fee was incurred as a result of the tenant's actions.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/9.5)

Sec. 9.5. Abandoned or Repossessed Properties. In the event of the sale of abandoned or repossessed property, the park owner shall, after payment of all outstanding rent, fees, costs, and expenses to the community, pay any remaining balance to the title holder of the abandoned or repossessed property. If the tenant cannot be found through a diligent inquiry after 90 days, then the funds shall be forfeited. As used in this Section, "diligent inquiry" means sending a notice by certified mail to the last known address.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/10) (from Ch. 80, par. 210)

Sec. 10. Waiver of Provisions. Any provision of a lease whereby any provisions of this Act are waived is declared void.

(Source: P.A. 81-637.)

(765 ILCS 745/11) (from Ch. 80, par. 211)

Sec. 11. Provisions of mobile home park leases. Any lease hereafter executed or currently existing between an owner and tenant in a mobile home park in this State shall also contain, or shall be made to contain, the following covenants binding the owner at all times during the term of the lease to:

(a) identify to each tenant prior to his occupancy the lot area for which he will be responsible;

(b) keep all exterior property areas not in the possession of a tenant, but part of the mobile home park property, free from the species of weeds and plant growth which are generally noxious or detrimental to the health of the tenants;

(c) maintain all electrical, plumbing, gas or other utilities provided by him in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;

(d) maintain all subsurface water and sewage lines and connections in good working order;

(e) respect the privacy of the tenants and if only the lot is rented, agree not to enter the mobile home without the permission of the mobile home owner, and if the mobile home is the property of the park owner, to enter only after due notice to the tenant, provided, the park owner or his representative may enter without notice in emergencies;

(f) maintain all roads within the mobile home park in good condition;

(g) include a statement of all services and facilities which are to be provided by the park owner for

the tenant, e.g. lawn maintenance, snow removal, garbage or solid waste disposal, recreation building, community hall, swimming pool, golf course, laundromat, etc.;

(h) disclose the full names and addresses of all individuals in whom all or part of the legal or equitable title to the mobile home park is vested, or the name and address of the owners' designated agent;

(i) provide a custodian's office and furnish each tenant with the name, address and telephone number of the custodian and designated office.

(Source: P.A. 90-655, eff. 7-30-98.)

(765 ILCS 745/12) (from Ch. 80, par. 212)

Sec. 12. Lease prohibitions. No lease hereafter executed or currently existing between a park owner and tenant in a mobile home park in this State shall contain any provision:

(a) Permitting the park owner to charge a penalty fee for late payment of rent without allowing a tenant a minimum of 5 days beyond the date the rent is due in which to remit such payment;

(b) Permitting the park owner to charge an amount in excess of one month's rent as a security deposit;

(c) Requiring the tenant to pay any fees not specified in the lease;

(d) Permitting the park owner to transfer, or move, a mobile home to a different lot, including a different lot in the same mobile home park, during the term of the lease.

(Source: P.A. 85-607.)

(765 ILCS 745/12a) (from Ch. 80, par. 212a)

Sec. 12a. No lease hereafter executed between a mobile home park owner and a tenant in such a park in this State shall contain any provision requiring the tenant to purchase a mobile home from the park owner, or requiring that if the tenant purchases any mobile home during the lease term that such mobile home must be purchased from the park owner, and no such requirement shall be made as a condition precedent to entering into a lease agreement with any such tenant.

(Source: P.A. 85-1214.)

(765 ILCS 745/13) (from Ch. 80, par. 213)

Sec. 13. Tenant's Duties. The tenant shall agree at all times during the tenancy to:

(a) Keep the mobile home unit, if he rents such, or the exterior premises if he rents a lot, in a clean and sanitary condition, free of garbage and rubbish;

(b) Refrain from the storage of any inoperable motor vehicle;

(c) Refrain from washing all vehicles except at an area designated by park management;

(d) Refrain from performing any major repairs of motor vehicles at any time;

(e) Refrain from the storage of any icebox, stove, building material, furniture or similar items on the exterior premises;

(f) Keep the supplied basic facilities, including plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in a leased mobile home unit in a clean and sanitary condition and be responsible for the exercise of reasonable

care in their proper use and operation;

(g) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(h) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not affect or disturb his neighbors' peaceful enjoyment of the premises;

(i) Abide by all the rules or regulations concerning the use, occupation and maintenance of the premises; and

(j) Abide by any reasonable rules for guest parking which are clearly stated.

(Source: P.A. 97-813, eff. 7-13-12.)

(765 ILCS 745/14) (from Ch. 80, par. 214)

Sec. 14. Rules and regulations of park. Rules and regulations promulgated and adopted by the park owner are enforceable against a tenant only if:

(a) A copy of all rules and regulations was delivered by the park owner to the tenant prior to his signing the lease;

(b) The purpose of such rules and regulations is to promote the convenience, safety and welfare of the tenants, preserve park property from damage or to fairly distribute park services and facilities to the tenants;

(c) They are reasonably related to the purpose for which adopted;

(d) They apply to all tenants in a fair manner;

(e) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply; and

(f) They are not for the purpose of evading the obligation of the park owner.

A rule or regulation adopted during the term of a lease is enforceable against the tenant only if 30 days written notice of its adoption is given the tenant and such rule or regulation is not in violation of the terms and conditions of the lease.

(Source: P.A. 81-637.)

(765 ILCS 745/14-1) (from Ch. 80, par. 214-1)

Sec. 14-1. The Department of Public Health shall produce and distribute a pamphlet setting forth clearly, and in detail, the tenant's and park operator's rights and obligations under this Act. The pamphlet shall be produced within 90 days of the effective date of this amendatory Act of 1992.

Each park owner shall make these pamphlets available to all current tenants within 60 days after receiving the pamphlets. This requirement may be satisfied by distributing or mailing the pamphlets to each tenant. All new tenants shall be offered a pamphlet at or before the time at which they are offered a written lease.

A violation of the provisions of this Section shall not render any lease void or voidable nor shall it constitute:

(1) A defense to any action or proceeding to enforce the lease.

(2) A defense to any action or proceeding for breach of the lease.

(Source: P.A. 87-1078.)

(765 ILCS 745/14.2)

Sec. 14.2. Relocation plan. The Department of Public Health shall facilitate the development of a plan to address the relocation efforts of manufactured home or mobile home owners who are compelled to relocate due to (i) the sale of the manufactured home community or mobile home park in which they live to a person or entity which will use the property for a use other than as a manufactured home community or mobile home park or (ii) the closure of or the cessation of the operation of the manufactured home community or mobile home park in which they live. The plan shall be developed in cooperation with members of the General Assembly, manufactured home owners, mobile home owners, manufactured home community owners, mobile home park owners, and the respective statewide organizations that represent manufactured home owners, mobile home owners, manufactured home community owners, or mobile home park owners. Both the Illinois Department of Public Health and the Illinois Housing Development Authority will participate in this collaborative effort by providing office space for meetings and information on matters that arise in which the agencies have expertise, such as issues relating to public health and options for affordable housing, respectively. The plan shall include provisions for the special counseling of manufactured home or mobile home owners displaced from the manufactured home community or mobile home park in which they live; the relocation or shelter needs of displaced manufactured home or mobile home owners; and the creation of a Manufactured Housing Relocation Fund. The plan may include proposed legislation. No later than October 1, 2011, the plan and any proposed legislation shall be submitted to the President of the Senate, the Senate Minority Leader, the Speaker of the House of Representatives, and the House Minority Leader.

(Source: P.A. 97-536, eff. 8-23-11.)

(765 ILCS 745/15) (from Ch. 80, par. 215)

Sec. 15. Statutory grounds for eviction. A park owner may terminate the lease and evict a tenant for any one or more of the following acts:

- (a) Non-payment of rent due;
- (b) Failure to comply with the park rules;
- (c) Failure to comply with local ordinances and State laws regulating mobile homes.

(Source: P.A. 81-637.)

(765 ILCS 745/16) (from Ch. 80, par. 216)

Sec. 16. Improper grounds for eviction. The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall a judgment for possession of the premises be entered against a tenant:

(a) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of the State of Illinois, or its governmental subdivisions of the United States;

(b) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the

regulation of premises used for dwelling purposes;

(c) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.

(Source: P.A. 81-637.)

(765 ILCS 745/17) (from Ch. 80, par. 217)

Sec. 17. Notice required by Law. The following notice shall be printed verbatim in a clear and conspicuous manner in each lease or rental agreement of a mobile home or lot:

"IMPORTANT NOTICE REQUIRED BY LAW:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you.

You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency."

(Source: P.A. 81-637.)

(765 ILCS 745/18) (from Ch. 80, par. 218)

Sec. 18. Security deposit; Interest.

(a) If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a Security Deposit. Security Deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises.

The park owner shall furnish the tenant, within 15 days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant.

The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this Section.

(b) A park owner of any park regularly containing 25 or more mobile homes shall pay interest to the tenant, on any deposit held by the park owner, computed from the date of the deposit at a rate equal to the interest paid by the largest

commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the preceding year on any such deposit held by the park owner for more than 6 months. However, in the event that any portion of the amount deposited is utilized during the period for which it is deposited in order to compensate the owner for non-payment of rent or to make a good faith reimbursement to the owner for damage caused by the tenant, the principal on which the interest accrues may be recomputed to reflect the reduction for the period commencing on the first day of the calendar month following the reduction.

The park owner shall, within 30 days after the end of each 12-month period, pay to the tenant any interest owed under this Section in cash, provided, however, that the amount owed may be applied to rent due if the owner and tenant agree thereto.

A park owner who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and a reasonable attorney's fee.

(Source: P.A. 88-643, eff. 1-1-95.)

(765 ILCS 745/19) (from Ch. 80, par. 219)

Sec. 19. Purchase of Goods and Services. (a) No park owner shall restrict a tenant in his choice of a seller of fuel, furnishings, accessories or goods or services connected with a mobile home unless such restriction is necessary to protect the health or safety of the park residents. The park owner may determine by rule or regulation the style or quality of exterior equipment to be purchased by the tenant from a vendor of the tenant's choosing.

Provided that no park owner shall be required to permit service vehicles in the park in such numbers and with such frequency that a danger is created for pedestrian traffic in the park.

(b) No park owner shall require as a condition of tenancy or continued tenancy for a tenant to purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor.

Provided that this Section shall not apply to a park owner who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents therein. No park owner providing a centralized distribution system shall charge residents more than a reasonable retail price.

(Source: P.A. 81-637.)

(765 ILCS 745/20) (from Ch. 80, par. 220)

Sec. 20. Gifts, Donations, Bonus, Gratuity, Etc. (a) Any park owner who, directly or indirectly, receives, collects or accepts from any person any donation, gratuity, bonus or gift, in addition to lawful charges, upon the representation that compliance with the request or demand will facilitate, influence or procure an advantage in entering into an agreement, either oral or written, for the lease or rental of real property, or contract of sale of a mobile home, or any park owner or his representative, who refuses to enter into

such lease or contract of sale unless he receives, directly or indirectly, a donation, gratuity, bonus or gift, or any park owner or his representative who directly or indirectly aids, abets, requests or authorizes any other person to violate any provision of this Section, commits a violation of this Act.

(b) Any person who pays such donation, gratuity, bonus or gift may recover twice its value, together with costs of the action, against any such person in violation of this Section.
(Source: P.A. 81-637.)

(765 ILCS 745/20.5)

Sec. 20.5. Publication of false or misleading information; remedies. Any person who pays anything of value toward the purchase of a mobile home or placement of a mobile home in a mobile home park located in this State in reasonable reliance upon any material statement or information that is false or misleading and published by or under authority from the park owner or developer in advertising and promotional materials, including, but not limited to, a prospectus, the items required as exhibits to a prospectus, brochures, and newspaper advertising, shall have a cause of action to rescind the contract or collect damages from the developer, park owner, or mobile home dealer for her or his loss.

(Source: P.A. 93-1043, eff. 6-1-05.)

(765 ILCS 745/21) (from Ch. 80, par. 221)

Sec. 21. Remedies, Tenants. If the park owner fails to substantially conform to the lease agreement or fails to substantially comply with any code, statute, ordinance or regulation governing the operation of a mobile home park or the maintenance of the premises, the tenant may, on written notice to the park owner, terminate the lease and vacate the premises at any time during the first 30 days of occupancy. After the expiration of said 30 days the tenant may terminate the lease only if he has remained in possession in reliance upon the park owner's written promise to correct all or any part of the condition which would justify termination by the tenant under this Section.

Any condition which deprives the tenant of substantial benefit and enjoyment which the park owner shall fail to remedy within 30 days after having received notice in writing of such condition shall constitute grounds for the tenant to terminate the lease and vacate the premises. No such notice shall be required where the condition renders the mobile home uninhabitable or poses an imminent threat to the health, welfare and safety of any occupant.

If such condition was proximately caused by the willful or negligent act or omission of the park owner, the tenant may recover any damages sustained as a result of the condition including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing while the mobile home is uninhabitable.

The tenant may sue to enforce all Sections of this Act and the court may award damages or grant any injunctive or other relief.

(Source: P.A. 81-1509.)

(765 ILCS 745/22) (from Ch. 80, par. 222)

Sec. 22. Remedies, Park Owner. A park owner may, any time

rent is overdue, notify the tenant in writing that unless payment is made within the time specified in the notice, not less than 5 days after receipt thereof, the lease will be terminated. If the tenant remains in default, the park owner may institute legal action for recovery of possession, rent due and any damages.

If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall notify the tenant in writing of his breach. Such notice shall specify the violation and advise the tenant that if the violation shall continue for more than 24 hours after receipt of such notice the park owner may terminate the lease.
(Source: P.A. 81-637.)

(765 ILCS 745/23) (from Ch. 80, par. 223)

Sec. 23. Termination of Lease. If a tenant shall remain in possession of the premises after the expiration of his lease without having notified the park owner of his acceptance or rejection of a renewal of the lease and without the park owner's consent, the tenant shall pay to the park owner a sum, not to exceed twice the monthly rental under the previous lease, computed and pro-rated daily for each day he shall remain in possession.
(Source: P.A. 81-637.)

(765 ILCS 745/24) (from Ch. 80, par. 224)

Sec. 24. Sale of Mobile Home. The park owner shall be enjoined and restrained from prohibiting, limiting, restricting, obstructing or in any manner interfering with the freedom of any mobile home owner to:

(a) Sell his mobile home to a purchaser of his choice, provided that the park owner shall be allowed to promulgate any general qualifications or lawful restrictions on park residents which limit or define the admission of entrants to the park. The purchaser, prior to closing, must obtain a written and signed lease;

(b) Employ or secure the services of an independent salesperson in connection with the sale of said mobile home, providing that said salesperson collects and remits all governmental taxes.

The park owner is prohibited from imposing any fee, charge or commission for the sale of a mobile home, except when a mobile home owner requests the park owner or his agent to assist in securing a purchaser for his mobile home. A commission may be accepted for such service subject only to the following conditions:

(1) That the exact amount of commission or fee shall be a percentage of the actual sales price of the mobile home; and

(2) That the maximum percentage figure for the services in the resale of the mobile home by park owner or his agent shall be set forth in writing prior to the sale.

The park owner is prohibited from requiring, upon the sale by a tenant of a mobile home to a qualified purchaser, the removal from the park of such mobile home unless the mobile home is less than 12 feet wide or is significantly deteriorated and in substantial disrepair, in which case the park owner shall bear the burden of demonstrating such fact and must, prior to sale, have given the tenant written notice thereof, and that unless first corrected, removal will be

required upon sale.
(Source: P.A. 85-998.)

(765 ILCS 745/25) (from Ch. 80, par. 225)
Sec. 25. Meetings of Tenants. Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use.
(Source: P.A. 81-637.)

(765 ILCS 745/26) (from Ch. 80, par. 226)
Sec. 26. This Act shall be cited as the "Mobile Home Landlord and Tenant Rights Act".
(Source: P.A. 83-1083.)

PROPERTY
(765 ILCS 750/) Safe Homes Act.

(765 ILCS 750/1)

Sec. 1. Short title. This Act may be cited as the Safe Homes Act.

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/5)

Sec. 5. Purpose. The purpose of this Act is to promote the State's interest in reducing domestic violence, dating violence, sexual assault, and stalking by enabling victims of domestic or sexual violence and their families to flee existing dangerous housing in order to leave violent or abusive situations, achieve safety, and minimize the physical and emotional injuries from domestic or sexual violence, and to reduce the devastating economic consequences thereof.

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/10)

Sec. 10. Definitions. For purposes of this Act:

"Domestic violence" means "abuse" as defined in Section 103 of the Illinois Domestic Violence Act of 1986 by a "family or household member" as defined in Section 103 of the Illinois Domestic Violence Act of 1986.

"Landlord" means the owner of a building or the owner's agent with regard to matters concerning landlord's leasing of a dwelling.

"Sexual violence" means any act of sexual assault, sexual abuse, or stalking of an adult or minor child, including but not limited to non-consensual sexual conduct or non-consensual sexual penetration as defined in the Civil No Contact Order Act and the offenses of stalking, aggravated stalking, criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, criminal sexual abuse, and aggravated criminal sexual abuse as those offenses are described in the Criminal Code of 2012.

"Tenant" means a person who has entered into an oral or written lease with a landlord whereby the person is the lessee under the lease.

(Source: P.A. 97-1150, eff. 1-25-13.)

(765 ILCS 750/15)

Sec. 15. Affirmative defense.

(a) In any action brought by a landlord against a tenant to recover rent for breach of lease, a tenant shall have an affirmative defense and not be liable for rent for the period after which a tenant vacates the premises owned by the landlord, if by preponderance of the evidence, the court finds that:

(1) at the time that the tenant vacated the premises, the tenant or a member of tenant's household was under a credible imminent threat of domestic or sexual violence at the premises; and

(2) the tenant gave written notice to the landlord

prior to or within 3 days of vacating the premises that the reason for vacating the premises was because of a credible imminent threat of domestic or sexual violence

against the tenant or a member of the tenant's household.

(b) In any action brought by a landlord against a tenant to recover rent for breach of lease, a tenant shall have an affirmative defense and not be liable for rent for the period after which the tenant vacates the premises owned by the landlord, if by preponderance of the evidence, the court finds that:

(1) a tenant or a member of tenant's household was a victim of sexual violence on the premises that is owned or controlled by a landlord and the tenant has vacated the premises as a result of the sexual violence; and

(2) the tenant gave written notice to the landlord prior to or within 3 days of vacating the premises that the reason for vacating the premises was because of the sexual violence against the tenant or member of the tenant's household, the date of the sexual violence, and that the tenant provided at least one form of the following types of evidence to the landlord supporting the claim of the sexual violence: medical, court or police evidence of sexual violence; or statement from an employee of a victim services or rape crisis organization from which the tenant or a member of the tenant's household sought services; and

(3) the sexual violence occurred not more than 60 days prior to the date of giving the written notice to the landlord, or if the circumstances are such that the tenant cannot reasonably give notice because of reasons related to the sexual violence, such as hospitalization or seeking assistance for shelter or counseling, then as soon thereafter as practicable. Nothing in this subsection (b) shall be construed to be a defense against an action in forcible entry and detainer for failure to pay rent before the tenant provided notice and vacated the premises.

(c) Nothing in this Act shall be construed to be a defense against an action for rent for a period of time before the tenant vacated the landlord's premises and gave notice to the landlord as required in subsection (b).

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/20)

Sec. 20. Change of locks.

(a)(1) Written leases. Upon written notice from all tenants who have signed as lessees under a written lease, the tenants may request that a landlord change the locks of the dwelling unit in which they live if one or more of the tenants reasonably believes that one of the tenants or a member of tenant's household is under a credible imminent threat of domestic or sexual violence at the premises. If the threat of violence is from a person who is not a lessee under the written lease, notice to the landlord requesting a change of locks shall be accompanied by at least one form of the following types of evidence to support a claim of domestic or sexual violence: medical, court or police evidence of domestic or sexual violence; or a statement from an employee of a victim services, domestic violence, or rape crisis organization from which the tenant or a member of the tenant's household sought services. If the threat of violence is from a person who is a lessee under a written lease, notice to the landlord requesting a change of locks shall be accompanied by

a plenary order of protection pursuant to Section 219 of the Illinois Domestic Violence Act of 1986 or Section 112A-19 of the Code of Criminal Procedure of 1963, or a plenary civil no contact order pursuant to Section 215 of the Civil No Contact Order Act, granting the tenant exclusive possession of the premises. The tenant requesting a change of locks shall not be required to obtain written notice from the person posing a threat who is a lessee under the written lease, provided that the notice is accompanied by a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises.

(2) Oral leases. Upon written notice from all tenants who are lessees under an oral lease, the tenants may request that a landlord change the locks of the dwelling unit in which they live if one or more of the tenants reasonably believes that one of the tenants or a member of tenant's household is under a credible imminent threat of domestic or sexual violence at the premises. Notice to the landlord requesting a change of locks shall be accompanied by a plenary order of protection pursuant to Section 219 of the Illinois Domestic Violence Act of 1986 or Section 112A-19 of the Code of Criminal Procedure of 1963, or a plenary civil no contact order pursuant to Section 215 of the Civil No Contact Order Act, granting the tenant exclusive possession of the premises. The tenant requesting a change of locks shall not be required to obtain written notice from the person posing a threat who is a lessee under the oral lease, provided that the notice is accompanied by a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises.

(b) Once a landlord has received notice of a request for change of locks and has received one form of evidence referred to in Section (a) above, the landlord shall, within 48 hours, change the locks or give the tenant the permission to change the locks. If the landlord changes the locks, the landlord shall make a good faith effort to give a key to the new locks to the tenant as soon as possible or not more than 48 hours of the locks being changed.

(1) The landlord may charge a fee for the expense of changing the locks. That fee must not exceed the reasonable price customarily charged for changing a lock.

(2) If a landlord fails to change the locks within 48 hours after being provided with the notice and evidence referred to in (a) above, the tenant may change the locks without the landlord's permission. If the tenant changes the locks, the tenant shall make a good faith effort to give a key to the new locks to the landlord within 48 hours of the locks being changed. In the case where a tenant changes the locks without the landlord's permission, the tenant shall do so in a workmanlike manner with locks of similar or better quality than the original lock.

(c) The landlord who changes locks or allows the change of locks under this Act shall not be liable to any third party for damages resulting from a person being unable to access the dwelling.

(Source: P.A. 94-1038, eff. 1-1-07; 95-378, eff. 8-23-07.)

(765 ILCS 750/25)

Sec. 25. Penalty for violation of lock-change provisions.

(a) If a landlord takes action to prevent the tenant who has complied with Section 20 of this Act from changing his or her locks, the tenant may seek a temporary restraining order, preliminary injunction, or permanent injunction ordering the landlord to refrain from preventing the tenant from changing the locks. A tenant who successfully brings an action pursuant to this Section may be awarded reasonable attorney's fees and costs.

(b) A tenant who changes locks and does not make a good faith effort to provide a copy of a key to the landlord within 48 hours of the tenant changing the locks, shall be liable for any damages to the dwelling or the building in which the dwelling is located that could have been prevented had landlord been able to access the dwelling unit in the event of an emergency.

(b-1) A landlord who changes the locks and does not make a good faith effort to provide a copy of a key to the tenant within 48 hours of the landlord changing the locks shall be liable for any damages to the tenant incurred as a result of not having access to his or her unit.

(c) The remedies provided to landlord and tenant under this Section 25 shall be sole and exclusive for violations of the lock-change provisions of this Act.

(Source: P.A. 94-1038, eff. 1-1-07; 95-378, eff. 8-23-07; 95-999, eff. 10-6-08.)

(765 ILCS 750/27)

Sec. 27. Nondisclosure, confidentiality, and privilege.

(a) A landlord may not disclose to a prospective landlord (1) that a tenant or a member of tenant's household exercised his or her rights under the Act, or (2) any information provided by the tenant or a member of tenant's household in exercising those rights.

(b) The prohibition on disclosure under subsection (a) shall not apply in civil proceedings brought under this Act, or if such disclosure is required by law.

(c) A tenant or a member of tenant's household, who is the victim of domestic or sexual violence or is the parent or legal guardian of the victim of domestic or sexual violence, may waive the prohibition on disclosure under subsection (a) by consenting to the disclosure in writing.

(d) Furnishing evidence to support a claim of domestic or sexual violence against a tenant or a member of tenant's household pursuant to Section 15 or 20 shall not waive any confidentiality or privilege that may exist between the victim of domestic or sexual violence and a third party.

(Source: P.A. 95-999, eff. 10-6-08.)

(765 ILCS 750/29)

Sec. 29. Nondisclosure violation penalty. A landlord who, in violation of Section 27, discloses that a tenant has exercised his or her rights under the Act, or discloses any information provided by the tenant in exercising those rights, shall be liable for actual damages up to \$2,000 resulting from the disclosure. A tenant who successfully brings an action pursuant to this Section may be awarded reasonable attorney's fees and costs.

(Source: P.A. 95-999, eff. 10-6-08.)

(765 ILCS 750/30)

Sec. 30. Prohibition of waiver or modification. The provisions of this Act may not be waived or modified in any lease or separate agreement.

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/35)

Sec. 35. Public housing excluded. This Act does not apply to public housing, assisted under the United States Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and its implementing regulations, with the exception of the tenant-based Housing Choice Voucher program. Public housing includes dwelling units in mixed-finance projects that are assisted through a public housing authority's capital, operating, or other funds.

(Source: P.A. 94-1038, eff. 1-1-07.)

CODE OF CIVIL PROCEDURE

CHAPTER 735

ILLINOIS COMPILED STATUTES

5/9-101

FORCIBLE ENTRY AND DETAINER

CIVIL PROCEDURE
(735 ILCS 5/) Code of Civil Procedure.

(735 ILCS 5/Art. IX heading)

ARTICLE IX
FORCIBLE ENTRY AND DETAINER

(735 ILCS 5/Art. IX Pt. 1 heading)

Part 1. In General

(735 ILCS 5/9-101) (from Ch. 110, par. 9-101)

Sec. 9-101. Forcible entry prohibited. No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

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

(735 ILCS 5/9-102) (from Ch. 110, par. 9-102)

Sec. 9-102. When action may be maintained.

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

(1) When a forcible entry is made thereon.

(2) When a peaceable entry is made and the possession unlawfully withheld.

(3) When entry is made into vacant or unoccupied lands or tenements without right or title.

(4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.

(5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law.

This amendatory Act of 1993 is declarative of existing law.

(6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration

of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after demand in writing by the person entitled thereto, or his or her agent.

(7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.

(8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for

maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

(Source: P.A. 88-47; 89-41, eff. 6-23-95; 89-626, eff. 8-9-96.)

(735 ILCS 5/9-103) (from Ch. 110, par. 9-103)

Sec. 9-103. Mobile home site. The rental of land upon which a mobile home is placed or the rental of a mobile home and the land on which it is placed, for more than 30 days, shall be construed as a lease of real property. However, nothing in this Section shall be construed to affect the classification of mobile homes as real or personal property for purposes of taxation.

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

(735 ILCS 5/9-104) (from Ch. 110, par. 9-104)

Sec. 9-104. Demand - Notice - Return. The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises; or if those in possession are unknown occupants who are not parties to any written lease, rental agreement, or right to possession agreement for the premises, then by delivering a copy of the notice, directed to "unknown occupants", to the occupant or by leaving a copy of the notice with some person of the age of 13 years or upwards occupying the premises, or by posting a copy of the notice on the premises directed to "unknown occupants". When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The

demand for possession may be in the following form:

To

I hereby demand immediate possession of the following described premises: (describing the same.)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(Source: P.A. 92-823, eff. 8-21-02.)

(735 ILCS 5/9-104.1) (from Ch. 110, par. 9-104.1)

Sec. 9-104.1. Demand; Notice; Return; Condominium and Contract Purchasers.

(a) In case there is a contract for the purchase of such lands or tenements or in case of condominium property, the demand shall give the purchaser under such contract, or to the condominium unit owner, as the case may be, at least 30 days to satisfy the terms of the demand before an action is filed. In case of a condominium unit, the demand shall set forth the amount claimed which must be paid within the time prescribed in the demand and the time period or periods when the amounts were originally due, unless the demand is for compliance with Section 18(n) of the Condominium Property Act, in which case the demand shall set forth the nature of the lease and memorandum of lease or the leasing requirement not satisfied. The amount claimed shall include regular or special assessments, late charges or interest for delinquent assessments, and attorneys' fees claimed for services incurred prior to the demand. Attorneys' fees claimed by condominium associations in the demand shall be subject to review by the courts in any forcible entry and detainer proceeding under subsection (b) of Section 9-111 of this Act. The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(b) In the case of a condominium unit, the demand is not invalidated by partial payment of amounts due if the payments do not, at the end of the notice period, total the amounts demanded in the notice for common expenses, unpaid fines, interest, late charges, reasonable attorney fees incurred prior to the initiation of any court action and costs of collection. The person claiming possession, or his or her agent or attorney, may, however, agree in writing to withdraw the demand in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand in exchange for receiving partial payment."

(c) The demand set forth in subsection (a) of this Section shall be served either personally upon such purchaser or condominium unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the last known address of such purchaser or condominium unit owner or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated and if such demand is made by any person not an officer, the return may be sworn to by the person serving the

same, and is then prima facie evidence of the facts therein stated. To be effective service under this Section, a demand sent by certified or registered mail to the last known address need not be received by the purchaser or condominium unit owner. No other demand shall be required as a prerequisite to filing an action under paragraph (7) of subsection (a) of Section 9-102 of this Act. Service of the demand by registered or certified mail shall be deemed effective upon deposit in the United States mail with proper postage prepaid and addressed as provided in this subsection.

(Source: P.A. 90-496, eff. 8-18-97.)

(735 ILCS 5/9-104.2) (from Ch. 110, par. 9-104.2)

Sec. 9-104.2. Demand - Notice - Termination of Lease and Possession of a Condominium.

(a) Unless the Board of Managers is seeking to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement with the owner of a unit, no demand nor summons need be served upon the tenant or other occupant in connection with an action brought under paragraph (7) of subsection (a) of Section 9-102 of this Article.

(a-5) The Board of Managers may seek to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement between the tenant or other occupant and the defaulting owner of a unit, either within the same action against the unit owner under paragraph (7) of subsection (a) of Section 9-102 of this Article or independently thereafter under other paragraphs of that subsection. If a tenant or other occupant of a unit is joined within the same action against the defaulting unit owner under paragraph (7), only the unit owner and not the tenant or other occupant need to be served with 30 days prior written notice as provided in this Article. The tenant or other occupant may be joined as additional defendants at the time the suit is filed or at any time thereafter prior to execution of judgment for possession by filing, with or without prior leave of the court, an amended complaint and summons for trial. If the complaint alleges that the unit is occupied or may be occupied by persons other than or in addition to the unit owner of record, that the identities of the persons are concealed and unknown, they may be named and joined as defendant "Unknown Occupants". Summons may be served on the defendant "Unknown Occupants" by the sheriff or court appointed process server by leaving a copy at the unit with any person residing at the unit of the age of 13 years or greater, and if the summons is returned without service stating that service cannot be obtained, constructive service may be obtained pursuant to Section 9-107 of this Code with notice mailed to "Unknown Occupants" at the address of the unit. If prior to execution of judgment for possession the identity of a defendant or defendants served in this manner is discovered, his or her name or names and the record may be corrected upon hearing pursuant to notice of motion served upon the identified defendant or defendants at the unit in the manner provided by court rule for service of notice of motion. If however an action under paragraph (7) was brought against

the defaulting unit owner only, and after obtaining judgment for possession and expiration of the stay on enforcement the Board of Managers elects not to accept a tenant or occupant in possession as its own and to commence a separate action, written notice of the judgment against the unit owner and demand to quit the premises shall be served on the tenant or other occupant in the manner provided under Section 9-211 at least 10 days prior to bringing suit to recover possession from the tenant or other occupant.

(b) If a judgment for possession is granted to the Board of Managers under Section 9-111, any interest of the unit owner to receive rents under any lease arrangement shall be deemed assigned to the Board of Managers until such time as the judgment is vacated.

(c) If a judgment for possession is entered, the Board of Managers may obtain from the clerk of the court an informational certificate notifying any tenants not parties to the proceeding of the assignment of the unit owner's interest in the lease arrangement to the Board of Managers as a result of the entry of the judgment for possession and stating that any rent hereinafter due the unit owner or his agent under the lease arrangement should be paid to the Board of Managers until further order of court. If the tenant pays his rent to the association pursuant to the entry of such a judgement for possession, the unit owner may not sue said tenant for any such amounts the tenant pays the association. Upon service of the certificate on the tenant in the manner provided by Section 9-211 of this Code, the tenant shall be obligated to pay the rent under the lease arrangement to the Board of Managers as it becomes due. If the tenant thereafter fails and refuses to pay the rent, the Board of Managers may bring an action for possession after making a demand for rent in accordance with Section 9-209 of this Code.

(c-5) In an action against the unit owner and lessee to evict a lessee for failure of the lessor/owner of the condominium unit to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or against a lessee for any other breach by the lessee of any covenants, rules, regulations, or bylaws of the condominium, the demand shall give the lessee at least 10 days to quit and vacate the unit. The notice shall be substantially in the following form:

"TO A.B. You are hereby notified that in consequence of (here insert lessor-owner name) failure to comply with the leasing requirements prescribed by Section 18(n) of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or your default of any covenants, rules, regulations or bylaws of the condominium, in (here insert the character of the default) of the premises now occupied by you, being (here described the premises) the Board of Managers of (here describe the condominium) Association elects to terminate your lease, and you are hereby notified to quit and vacate same within 10 days of this date."

The demand shall be signed by the Board of Managers, its agent, or attorney and shall be served either personally upon

the lessee with a copy to the unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the unit occupied by the lessee and to the last known address of the unit owner, and no other demand of termination of such tenancy shall be required. To be effective service under this Section, a demand sent by certified mail, return receipt requested, to the unit occupied by the lessee and to the last known address of the unit owner need not be received by the lessee or condominium unit owner.

(d) Nothing in this Section 9-104.2 is intended to confer upon a Board of Managers any greater authority with respect to possession of a unit after a judgment than was previously established by this Act.

(Source: P.A. 90-496, eff. 8-18-97; 91-196, eff. 7-20-99.)

(735 ILCS 5/9-104.3) (from Ch. 110, par. 9-104.3)

Sec. 9-104.3. Applicability of Article. All common interest community associations electing pursuant to paragraph (8) of subsection (a) of Section 9-102 to have this Article made applicable to such association shall follow the same procedures and have the same rights and responsibilities as condominium associations under this Article.

(Source: P.A. 84-1308.)

(735 ILCS 5/9-105) (from Ch. 110, par. 9-105)

Sec. 9-105. Growing crops. In case of forfeiture under contract of purchase, the purchaser shall be entitled to cultivate and gather the crops, if any, planted by him or her and grown or growing on the premises at the time of the filing of the action, and shall have the right to enter for the purpose of removing such crops, first paying or tendering to the party entitled to the possession a reasonable compensation for such use of the land before removing such crops.

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

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

Sec. 9-106. Pleadings and evidence. On complaint by the party or parties entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons.

The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action. Except as otherwise provided in Section 9-120, no matters not germane to the distinctive purpose of the proceeding shall be introduced by joinder, counterclaim or otherwise. However, a claim for rent may be joined in the complaint, and judgment may be entered for the amount of rent found due.

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

(735 ILCS 5/9-106.1) (from Ch. 110, par. 9-106.1)

Sec. 9-106.1. Action for condominium assessments not barred or waived by acceptance of assessments for time periods not covered by demand.

An action brought under paragraph (7) of subsection (a) of Section 9-102 of this Act is neither barred nor waived by the action of a Board of Managers in accepting payments from a unit owner for his or her proportionate share of the common expenses or of any other expenses lawfully agreed upon for any time period other than that covered by the demand.

(Source: P.A. 84-1308.)

(735 ILCS 5/9-106.2)

Sec. 9-106.2. Affirmative defense for violence; barring persons from property.

(a) It shall be an affirmative defense to an action maintained under this Article IX if the court makes one of the following findings that the demand for possession is:

(1) based solely on the tenant's, lessee's, or household member's status as a victim of domestic violence or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, stalking as that term is defined in the Criminal Code of 1961, or dating violence;

(2) based solely upon an incident of actual or threatened domestic violence, dating violence, stalking, or sexual violence against a tenant, lessee, or household member;

(3) based solely upon criminal activity directly relating to domestic violence, dating violence, stalking, or sexual violence engaged in by a member of a tenant's or lessee's household or any guest or other person under the tenant's, lessee's, or household member's control, and against the tenant, lessee, or household member; or

(4) based upon a demand for possession pursuant to subsection (f) where the tenant, lessee, or household member who was the victim of domestic violence, sexual violence, stalking, or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises.

(b) When asserting the affirmative defense, at least one form of the following types of evidence shall be provided to support the affirmative defense: medical, court, or police records documenting the violence or a statement from an employee of a victim service organization or from a medical professional from whom the tenant, lessee, or household member has sought services.

(c) Nothing in subsection (a) shall prevent the landlord from seeking possession solely against a tenant, household member, or lessee of the premises who perpetrated the violence referred to in subsection (a).

(d) Nothing in subsection (a) shall prevent the landlord from seeking possession against the entire household, including the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if the tenant, lessee, or household member's continued tenancy would pose an actual and imminent threat to

other tenants, lessees, household members, the landlord or their agents at the property.

(e) Nothing in subsection (a) shall prevent the landlord from seeking possession against the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if that tenant, lessee, or household member has committed the criminal activity on which the demand for possession is based.

(f) A landlord shall have the power to bar the presence of a person from the premises owned by the landlord who is not a tenant or lessee or who is not a member of the tenant's or lessee's household. A landlord bars a person from the premises by providing written notice to the tenant or lessee that the person is no longer allowed on the premises. That notice shall state that if the tenant invites the barred person onto any portion of the premises, then the landlord may treat this as a breach of the lease, whether or not this provision is contained in the lease. Subject to paragraph (4) of subsection (a), the landlord may evict the tenant.

(g) Further, a landlord may give notice to a person that the person is barred from the premises owned by the landlord. A person has received notice from the landlord within the meaning of this subsection if he has been notified personally, either orally or in writing including a valid court order as defined by subsection (7) of Section 112A-3 of the Code of Criminal Procedure of 1963 granting remedy (2) of subsection (b) of Section 112A-14 of that Code, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof. Any person entering the landlord's premises after such notice has been given shall be guilty of criminal trespass to real property as set forth in Section 21-3 of the Criminal Code of 1961. After notice has been given, an invitation to the person to enter the premises shall be void if made by a tenant, lessee, or member of the tenant's or lessee's household and shall not constitute a valid invitation to come upon the premises or a defense to a criminal trespass to real property.

(Source: P.A. 96-1188, eff. 7-22-10.)

(735 ILCS 5/9-107) (from Ch. 110, par. 9-107)

Sec. 9-107. Constructive service. If the plaintiff, his or her agent, or attorney files a forcible detainer action, with or without joinder of a claim for rent in the complaint, and is unable to obtain personal service on the defendant or unknown occupant and a summons duly issued in such action is returned without service stating that service can not be obtained, then the plaintiff, his or her agent or attorney may file an affidavit stating that the defendant or unknown occupant is not a resident of this State, or has departed from this State, or on due inquiry cannot be found, or is concealed within this State so that process cannot be served upon him or her, and also stating the place of residence of the defendant or unknown occupant, if known, or if not known, that upon diligent inquiry the affiant has not been able to ascertain the defendant's or unknown occupant's place of residence, then in all such forcible detainer cases whether or not a claim for

rent is joined with the complaint for possession, the defendant or unknown occupant may be notified by posting and mailing of notices; or by publication and mailing, as provided for in Section 2-206 of this Act. However, in cases where the defendant or unknown occupant is notified by posting and mailing of notices or by publication and mailing, and the defendant or unknown occupant does not appear generally, the court may rule only on the portion of the complaint which seeks judgment for possession, and the court shall not enter judgment as to any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of the common expenses, however, an in rem judgment may be entered against the unit for the amount of common expenses due, any other expenses lawfully agreed upon or the amount of any unpaid fine, together with reasonable attorney fees, if any, and costs. The claim for rent may remain pending until such time as the defendant or unknown occupant appears generally or is served with summons, but the order for possession shall be final, enforceable and appealable if the court makes an express written finding that there is no just reason for delaying enforcement or appeal, as provided by Supreme Court rule of this State.

Such notice shall be in the name of the clerk of the court, be directed to the defendant or unknown occupant, shall state the nature of the cause against the defendant or unknown occupant and at whose instance issued and the time and place for trial, and shall also state that unless the defendant or unknown occupant appears at the time and place fixed for trial, judgment will be entered by default, and shall specify the character of the judgment that will be entered in such cause. The sheriff shall post 3 copies of the notice in 3 public places in the neighborhood of the court where the cause is to be tried, at least 10 days prior to the day set for the appearance, and, if the place of residence of the defendant or unknown occupant is stated in any affidavit on file, shall at the same time mail one copy of the notice addressed to such defendant or unknown occupant at such place of residence shown in such affidavit. On or before the day set for the appearance, the sheriff shall file the notice with an endorsement thereon stating the time when and places where the sheriff posted and to whom and at what address he or she mailed copies as required by this Section. For want of sufficient notice any cause may be continued from time to time until the court has jurisdiction of the defendant or unknown occupant.

(Source: P.A. 92-823, eff. 8-21-02.)

(735 ILCS 5/9-107.5)

Sec. 9-107.5. Notice to unknown occupants.

(a) Service of process upon an unknown occupant may be had by delivering a copy of the summons and complaint naming "unknown occupants" to the tenant or any unknown occupant or person of the age of 13 or upwards occupying the premises.

(b) If unknown occupants are not named in the initial summons and complaint and a judgment for possession in favor of the plaintiff is entered, but the order does not include unknown occupants and the sheriff determines when executing the judgment for possession that persons not included in the

order are in possession of the premises, then the sheriff shall leave with a person of the age of 13 years or upwards occupying the premises, a copy of the order, or if no one is present in the premises to accept the order or refuses to accept the order, then by posting a copy of the order on the premises. In addition to leaving a copy of the order or posting of the order, the sheriff shall also leave or post a notice addressed to "unknown occupants" that states unless any unknown occupants file a written petition with the clerk that sets forth the unknown occupant's legal claim for possession within 7 days of the date the notice is posted or left with any unknown occupant, the unknown occupants shall be evicted from the premises. If any unknown occupants file such a petition, a hearing on the merits of the unknown occupant's petition shall be held by the court within 7 days of the filing of the petition with the clerk. The unknown occupants shall have the burden of proof in establishing a legal right to continued possession.

(c) The plaintiff may obtain a judgment for possession only and not for rent as to any unknown occupants.

(d) Nothing in this Section may be construed so as to vest any rights to persons who are criminal trespassers, nor may this Section be construed in any way that interferes with the ability of law enforcement officials removing persons or property from the premises when there is a criminal trespass.

(Source: P.A. 92-823, eff. 8-21-02.)

(735 ILCS 5/9-107.10)

Sec. 9-107.10. Military personnel on active duty; action for possession.

(a) In this Section:

"Active duty" means active duty pursuant to an executive order of the President of the United States, an act of the Congress of the United States, or an order of the Governor.

"Service member" means a member of the armed services or reserve forces of the United States or a member of the Illinois National Guard.

(b) In an action for possession of residential premises of a tenant, including a tenant who is a resident of a mobile home park, who is a service member deployed on active duty, or of any member of the tenant's family who resides with the tenant, if the tenant entered into the rental agreement on or after the effective date of this amendatory Act of the 94th General Assembly, the court may, on its own motion, and shall, upon motion made by or on behalf of the tenant, do either of the following if the tenant's ability to pay the agreed rent is materially affected by the tenant's deployment on active duty:

(1) Stay the proceedings for a period of 90 days, unless, in the opinion of the court, justice and equity require a longer or shorter period of time.

(2) Adjust the obligation under the rental agreement to preserve the interest of all parties to it.

(c) In order to be eligible for the benefits granted to service members under this Section, a service member or a member of the service member's family who resides with the service member must provide the landlord or mobile home park operator with a copy of the military or gubernatorial orders

calling the service member to active duty and of any orders further extending the service member's period of active duty.

(d) If a stay is granted under this Section, the court may grant the landlord or mobile home park operator such relief as equity may require.

(e) A violation of this Section constitutes a civil rights violation under the Illinois Human Rights Act.

(Source: P.A. 94-635, eff. 8-22-05; 95-392, eff. 8-23-07.)

(735 ILCS 5/9-108) (from Ch. 110, par. 9-108)

Sec. 9-108. Jury trial. In any case relating to premises used for residence purposes, either party may demand trial by jury, notwithstanding any waiver of jury trial contained in any lease or contract.

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

(735 ILCS 5/9-109) (from Ch. 110, par. 9-109)

Sec. 9-109. Trial ex parte. If the defendant does not appear, having been duly summoned as herein provided the trial may proceed ex parte, and may be tried by the court, without a jury.

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

(735 ILCS 5/9-109.5)

Sec. 9-109.5. Standard of Proof. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff.

(Source: P.A. 90-557, eff. 6-1-98.)

(735 ILCS 5/9-109.7)

Sec. 9-109.7. Stay of enforcement; drug related action. A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to Section 11 of the Controlled Substance and Cannabis Nuisance Act, may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

(Source: P.A. 90-557, eff. 6-1-98.)

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

Sec. 9-110. Judgment for whole premises - Stay of enforcement. If it appears on the trial that the plaintiff is entitled to the possession of the whole of the premises claimed, judgment for the possession thereof and for costs shall be entered in favor of the plaintiff. However, if the action is brought under Article IX of this Code and is based upon a breach of a contract entered into on or after July 1,

1962 for the purchase of such premises, the court, by order, may stay the enforcement of the judgment for a period not to exceed 60 days from the date of the judgment, or if the court finds that the amount unpaid on the contract is less than 75% of the original purchase price, then the court shall stay the enforcement of the judgment for a period of 180 days from the date of the judgment. The court may order a stay of less than 180 days (but in no event less than 60 days) if it is shown that the plaintiff, prior to the filing of the action under Article IX of this Act, granted the defendant previous extensions of time to pay the amounts due under the contract, or for other good cause shown. If during such period of stay the defendant pays the entire amount then due and payable under the terms of the contract other than such portion of the principal balance due under the contract as would not be due had no default occurred and costs and, if the contract provides therefor, reasonable attorney's fees as fixed by the court, and cures all other defaults then existing, the contract shall remain in force the same as if no default had occurred. The relief granted to a defendant by this Section shall not be exhausted by a single use thereof but shall not be again available with respect to the same contract for a period of 5 years from the date of such judgment. Whenever defendant cures the default under the contract pursuant to this Section, the defendant may within the period of stay file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that such default has been cured, such judgment shall be vacated. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of such period of stay and all rights of the defendant in and to the premises and in and to the real estate described in the contract are terminated.

Nothing herein contained shall be construed as affecting the right of a seller of such premises to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

(Source: P.A. 85-907.)

(735 ILCS 5/9-111) (from Ch. 110, par. 9-111)

Sec. 9-111. Condominium property.

(a) As to property subject to the provisions of the "Condominium Property Act", approved June 20, 1963, as amended, when the action is based upon the failure of an owner of a unit therein to pay when due his or her proportionate share of the common expenses of the property, or of any other expenses lawfully agreed upon or the amount of any unpaid fine, and if the court finds that the expenses or fines are due to the plaintiff, the plaintiff shall be entitled to the possession of the whole of the premises claimed, and judgment in favor of the plaintiff shall be entered for the possession thereof and for the amount found due by the court including interest and late charges, if any, together with reasonable attorney's fees, if any, and for the plaintiff's costs. The awarding of reasonable attorney's fees shall be pursuant to the standards set forth in subsection (b) of this Section 9-111. The court shall, by order, stay the enforcement of the

judgment for possession for a period of not less than 60 days from the date of the judgment and may stay the enforcement of the judgment for a period not to exceed 180 days from such date. Any judgment for money or any rent assignment under subsection (b) of Section 9-104.2 is not subject to this stay. The judgment for possession is not subject to an exemption of homestead under Part 9 of Article XII of this Code. If at any time, either during or after the period of stay, the defendant pays such expenses found due by the court, and costs, and reasonable attorney's fees as fixed by the court, and the defendant is not in arrears on his or her share of the common expenses for the period subsequent to that covered by the judgment, the defendant may file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that the default in payment of the proportionate share of expenses has been cured, and if the court finds that the premises are not presently let by the board of managers as provided in Section 9-111.1 of this Act, the judgment shall be vacated. If the premises are being let by the board of managers as provided in Section 9-111.1 of this Act, when any judgment is sought to be vacated, the court shall vacate the judgment effective concurrent with the expiration of the lease term. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of the period of stay and all rights of the defendant to possession of his or her unit shall cease and determine until the date that the judgment may thereafter be vacated in accordance with the foregoing provisions, and notwithstanding payment of the amount of any money judgment if the unit owner or occupant is in arrears for the period after the date of entry of the judgment as provided in this Section. Nothing herein contained shall be construed as affecting the right of the board of managers, or its agents, to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

This amendatory Act of the 92nd General Assembly is intended as a clarification of existing law and not as a new enactment.

(b) For purposes of determining reasonable attorney's fees under subsection (a), the court shall consider:

- (i) the time expended by the attorney;
- (ii) the reasonableness of the hourly rate for the work performed;
- (iii) the reasonableness of the amount of time expended for the work performed; and
- (iv) the amount in controversy and the nature of the action.

(Source: P.A. 91-196, eff. 7-20-99; 92-540, eff. 6-12-02.)

(735 ILCS 5/9-111.1)

Sec. 9-111.1. Lease to bona fide tenant. Upon the entry of a judgment in favor of a board of managers for possession of property under the Condominium Property Act, as provided in Section 9-111 of this Act, and upon delivery of possession of the premises by the sheriff or other authorized official to the board of managers pursuant to execution upon the judgment,

the board of managers shall have the right and authority, incidental to the right of possession of a unit under the judgment, but not the obligation, to lease the unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay of judgment unless extended by order of court upon notice to the dispossessed unit owner. The board of managers shall first apply all rental income to assessments and other charges sued upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the unit rentable, and lastly to assessments accrued thereafter until assessments are current. Any surplus shall be remitted to the unit owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the unit rentable.

(Source: P.A. 91-357, eff. 7-29-99.)

(735 ILCS 5/9-112) (from Ch. 110, par. 9-112)

Sec. 9-112. Judgment for part of premises. If it shall appear that the plaintiff is entitled to the possession of only a part of the premises claimed, the judgment shall be entered for that part only and for costs, and for the residue defendant shall be dismissed.

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

(735 ILCS 5/9-113) (from Ch. 110, par. 9-113)

Sec. 9-113. Joinder of several tenants. Whenever there is one lease for the whole of certain premises, and the actual possession thereof, at the time of the filing of the action, is divided in severalty among persons with, or other than the lessee, in one or more portions or parcels, separately or severally held or occupied, all or so many of such persons, with the lessee, as the plaintiff may elect, may be joined as defendants in one action, and the recovery against them, with costs, shall be several, according as their actual holdings are judicially determined.

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

(735 ILCS 5/9-114) (from Ch. 110, par. 9-114)

Sec. 9-114. Judgment against plaintiff. If the plaintiff voluntarily dismisses the action, or fails to prove the plaintiff's right to the possession, judgment for costs shall be entered in favor of the defendant.

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

(735 ILCS 5/9-115) (from Ch. 110, par. 9-115)

Sec. 9-115. Dismissal as to part. The plaintiff may at any time dismiss his or her action as to any one or more of the defendants, and the jury or court may find any one or more of the defendants liable, and the others not liable, and the court shall thereupon enter judgment according to such finding.

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

(735 ILCS 5/9-116) (from Ch. 110, par. 9-116)

Sec. 9-116. Pending appeal. If the plaintiff appeals, then, during and notwithstanding the pendency of such appeal, the plaintiff is entitled to enforce, or accept from the defendant or from any person claiming under him or her, performance of all obligations imposed upon such defendant by the terms of any lease, contract, covenant or agreement under which the defendant claims the right to possession, or by law, as if such appeal has not been taken, without thereby affecting the appeal or the judgment appealed from, and without thereby creating or reinstating any tenancy or other relationship of the parties. However, if the result of the prosecution of such appeal and entry of final judgment is that the defendant was obligated to the plaintiff during the pendency thereof in a different form, manner or amount than that in which any payment or payments made under the provision of this Section was or were enforced or accepted, or in a different form, manner or amount than that adjudged in any judgment entered by any court in any other proceedings instituted by virtue of the provisions of this Section during the pendency of the appeal, such payment or payments shall be deemed to have been made to apply in the form, manner and amount resulting or arising from the prosecution of such appeal, on account of the defendant's obligation.

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

(735 ILCS 5/9-117) (from Ch. 110, par. 9-117)

Sec. 9-117. Expiration of Judgment. No judgment for possession obtained in an action brought under this Article may be enforced more than 120 days after judgment is entered, unless upon motion by the plaintiff the court grants an extension of the period of enforcement of the judgment. Plaintiff's notice of motion shall contain the following notice directed to the defendant:

"Your landlord, (insert name), obtained an eviction judgment against you on (insert date), but the sheriff did not evict you within the 120 days that the landlord has to evict after a judgment in court. On the date stated in this notice, your landlord will be asking the court to allow the sheriff to evict you based on that judgment. You must attend the court hearing if you want the court to stop the landlord from having you evicted. To prevent the eviction, you must be able to prove that (1) the landlord and you made an agreement after the judgment (for instance, to pay up back rent or to comply with the lease) and you have lived up to the agreement; or (2) the reason the landlord brought the original eviction case has been resolved or forgiven, and the eviction the landlord now wants the court to grant is based on a new or different reason; or (3) that you have another legal or equitable reason why the court should not grant the landlord's request for your eviction."

The court shall grant the motion for the extension of the judgment of possession unless the defendant establishes that the tenancy has been reinstated, that the breach upon which

the judgment was issued has been cured or waived, that the plaintiff and defendant entered into a post-judgment agreement whose terms the defendant has performed, or that other legal or equitable grounds exist that bar enforcement of the judgment. This Section does not apply to any action based upon a breach of a contract entered into on or after July 1, 1962, for the purchase of premises in which the court has entered a stay under Section 9-110; nor shall this Section apply to any action to which the provisions of Section 9-111 apply; nor shall this Section affect the rights of Boards of Managers under Section 9-104.2.

(Source: P.A. 96-60, eff. 7-23-09.)

(735 ILCS 5/9-118) (from Ch. 110, par. 9-118)

Sec. 9-118. Emergency housing eviction proceedings.

(a) As used in this Section:

"Cannabis" has the meaning ascribed to that term in the Cannabis Control Act.

"Narcotics" and "controlled substance" have the meanings ascribed to those terms in the Illinois Controlled Substances Act.

(b) This Section applies only if all of the following conditions are met:

(1) The complaint seeks possession of premises that are owned or managed by a housing authority established under the Housing Authorities Act or privately owned and managed.

(2) The verified complaint alleges that there is direct evidence of any of the following:

(A) unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, giving away, or trafficking in cannabis, methamphetamine, narcotics, or controlled substances within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; or

(B) the possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint; or

(C) murder, attempted murder, kidnapping, attempted kidnapping, arson, attempted arson, aggravated battery, criminal sexual assault, attempted criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, or criminal sexual abuse within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint.

(3) Notice by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(b-5) In all actions brought under this Section 9-118, no

predicate notice of termination or demand for possession shall be required to initiate an eviction action.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

If a plaintiff which is a public housing authority accepts rent from the defendant after an action is initiated under this Section, the acceptance of rent shall not be a cause for dismissal of the complaint.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(d-5) If cannabis, methamphetamine, narcotics, or controlled substances are found or used anywhere in the premises, there is a rebuttable presumption either (1) that the cannabis, methamphetamine, narcotics, or controlled substances were used or possessed by a tenant or occupant or (2) that a tenant or occupant permitted the premises to be used for that use or possession, and knew or should have reasonably known that the substance was used or possessed.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(f) This Section shall not be construed to prohibit the use or possession of cannabis, methamphetamine, narcotics, or a controlled substance that has been legally obtained in accordance with a valid prescription for the personal use of a lawful occupant of a dwelling unit.

(Source: P.A. 94-556, eff. 9-11-05.)

(735 ILCS 5/9-119)

Sec. 9-119. Emergency subsidized housing eviction proceedings.

(a) As used in this Section:

"FmHA" means the Farmers Home Administration or a local housing authority administering an FmHA program.

"HUD" means the United States Department of Housing and Urban Development, or the Federal Housing Administration or a local housing authority administering a HUD program.

"Section 8 contract" means a contract with HUD or FmHA which provides rent subsidies entered into pursuant to Section 8 of the United States Housing Act of 1937 or the Section 8 Existing Housing Program (24 C.F.R. Part 882).

"Subsidized housing" means:

- (1) any housing or unit of housing subject to a Section 8 contract;
- (2) any housing or unit of housing owned, operated, or managed by a housing authority established under the Housing Authorities Act; or
- (3) any housing or unit of housing financed by a loan or mortgage held by the Illinois Housing Development Authority, a local housing authority, or the federal Department of Housing and Urban Development ("HUD") that is:

- (i) insured or held by HUD under Section 221(d)(3) of the National Housing Act and assisted under Section 101 of the Housing and Urban Development Act of 1965 or Section 8 of the United States Housing Act of 1937;

- (ii) insured or held by HUD and bears interest at a rate determined under the proviso of Section 221(d)(3) of the National Housing Act;

- (iii) insured, assisted, or held by HUD under Section 202 or 236 of the National Housing Act;

- (iv) insured or held by HUD under Section 514 or 515 of the Housing Act of 1949;

- (v) insured or held by HUD under the United States Housing Act of 1937; or

- (vi) held by HUD and formerly insured under a program listed in subdivision (i), (ii), (iii), (iv), or (v).

(b) This Section applies only if all of the following conditions are met:

- (1) The verified complaint seeks possession of premises that are subsidized housing as defined under this Section.

- (2) The verified complaint alleges that there is direct evidence of refusal by the tenant to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises, provided that all of the following conditions have been met:

- (A) on 2 separate occasions within a 30 day period the tenant, or another person on the premises with the consent of the tenant, refuses to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises;

- (B) the landlord then sends written notice to

the tenant stating that (i) the tenant, or a person on the premises with the consent of the tenant, failed twice within a 30 day period to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises and (ii) the tenant must allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within the

next 30 days or face emergency eviction proceedings under this Section;

(C) the tenant subsequently fails to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within 30 days of receiving the notice from the landlord; and

(D) the tenant's written lease states that the occurrence of the events described in items (A), (B), and (C) may result in eviction.

(3) Notice, by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(Source: P.A. 89-660, eff. 1-1-97.)

(735 ILCS 5/9-120)

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

(a) If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or her term.

(b) The owner or lessor may bring a forcible entry and detainer action, or, if the State's Attorney of the county in which the real property is located agrees, assign to that State's Attorney the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

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

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

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

(f) A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

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

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

Part 2. Recovery of Rent;
Termination of Certain Tenancies

(735 ILCS 5/9-121)

Sec. 9-121. Sealing of court file.

(a) Definition. As used in this Section, "court file" means the court file created when a forcible entry and detainer action is filed with the court.

(b) Discretionary sealing of court file. The court may order that a court file in a forcible entry and detainer action be placed under seal if the court finds that the plaintiff's action is sufficiently without a basis in fact or law, which may include a lack of jurisdiction, that placing the court file under seal is clearly in the interests of justice, and that those interests are not outweighed by the public's interest in knowing about the record.

(c) Mandatory sealing of court file. The court file relating to a forcible entry and detainer action brought against a tenant who would have lawful possession of the premises but for the foreclosure on the property shall be sealed pursuant to Section 15-1701.

(Source: P.A. 96-1131, eff. 7-20-10.)

(735 ILCS 5/9-201) (from Ch. 110, par. 9-201)

Sec. 9-201. Recovery of rent. The owner of lands, his or her executors or administrators, may sue for and recover rent therefor, or a fair and reasonable satisfaction for the use and occupation thereof, by a civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.

2. When lands are held and occupied by any person without any special agreement for rent.

3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or non-compliance with the agreement, and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made by the vendee, or his or her representatives or assigns, may be set off against such rent.

4. When land has been sold upon a judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor, or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

(Source: P.A. 83-707.)

(735 ILCS 5/9-202) (from Ch. 110, par. 9-202)

Sec. 9-202. Wilfully holding over. If any tenant or any person who is in or comes into possession of any lands,

tenements or hereditaments, by, from or under, or by collusion with the tenant, wilfully holds over any lands, tenements or hereditaments, after the expiration of his or her term or terms, and after demand made in writing, for the possession thereof, by his or her landlord, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, the person so holding over, shall, for the time the landlord or rightful owner is so kept out of possession, pay to the person so kept out of possession, or his or her legal representatives, at the rate of double the yearly value of the lands, tenements or hereditaments so detained to be recovered by a civil action.

(Source: P.A. 83-707.)

(735 ILCS 5/9-203) (from Ch. 110, par. 9-203)

Sec. 9-203. Holding over after notice. If any tenant gives notice of his or her intention to quit the premises which are held by him or her, at a time mentioned in such notice, at which time the tenant would have a right to quit by the lease, and does not accordingly deliver up possession thereof, such tenant shall pay to the landlord or lessor double the rent or sum which would otherwise be due, to be collected in the same manner as the rent otherwise due should have been collected.

(Source: P.A. 82-783.)

(735 ILCS 5/9-204) (from Ch. 110, par. 9-204)

Sec. 9-204. Rent in arrears - Re-entry. In all cases between landlord and tenant, where one-half year's rent is in arrears and unpaid, and the landlord or lessor to whom such rent is due has the right by law to re-enter for non-payment thereof, such landlord or lessor may, without any formal demand or re-entry, commence an action of ejectment for the recovery of the demised premises. In case judgment is entered in favor of the plaintiff in the action of ejectment before the rent in arrearage and costs of the action are paid, then the lease of the lands shall cease and be determined, unless the lessee shall by appeal reverse the judgment, or by petition filed within 6 months after the entry of such judgment, obtain relief from the same. However, any tenant may, at any time before final judgment on the ejectment, pay or tender to the landlord or lessor of the premises the amount of rent in arrears and costs of the action, whereupon the action of ejectment shall be dismissed.

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

(735 ILCS 5/9-205) (from Ch. 110, par. 9-205)

Sec. 9-205. Notice to terminate tenancy from year to year. Except as provided in Section 9-206 of this Act, in all cases of tenancy from year to year, 60 days' notice, in writing, shall be sufficient to terminate the tenancy at the end of the year. The notice may be given at any time within 4 months preceding the last 60 days of the year.

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

(735 ILCS 5/9-206) (from Ch. 110, par. 9-206)

Sec. 9-206. Notice to terminate tenancy of farm land. In order to terminate tenancies from year to year of farm lands, occupied on a crop share, livestock share, cash rent or other rental basis, the notice to quit shall be given in writing not less than 4 months prior to the end of the year of letting. Such notice may not be waived in a verbal lease. The notice to quit may be substantially in the following form:

To A.B.: You are hereby notified that I have elected to terminate your lease of the farm premises now occupied by you, being (here describe the premises) and you are hereby further notified to quit and deliver up possession of the same to me at the end of the lease year, the last day of such year being (here insert the last day of the lease year).

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

(735 ILCS 5/9-206.1)

Sec. 9-206.1. Life tenancy termination; farmland leases.

(a) Tenancies from year to year of farmland occupied on a crop share, livestock share, cash rent, or other rental basis in which the lessor is the life tenant or the representative of the life tenant shall continue until the end of the current lease year in which the life tenant's interest terminates unless otherwise provided in writing by the lessor and the lessee.

(b) Whenever the life tenancy of the lessor terminates not more than 6 months before the end of the tenancy of the lessee but before the beginning of the next crop year, the lessee of the farmlands is entitled to reasonable costs incurred in field preparation for the next crop year, payable by the succeeding life tenant or remainderman.

As used in this Section "farmland" means any property used primarily for the growing and harvesting of crops; the feeding, breeding and management of livestock; dairying, or any other agricultural or horticultural use or combination thereof, including, but not limited to, hay, grain, fruit, truck or vegetable crops, floriculture, mushroom growing, plant or tree nurseries, orchards, forestry, sod farming and greenhouses; the keeping, raising and feeding of livestock or poultry, including poultry, swine, sheep, beef cattle, ponies or horses; dairy farming; fur farming; beekeeping; or fish or wildlife farming.

(Source: P.A. 89-549, eff. 1-1-97.)

(735 ILCS 5/9-207) (from Ch. 110, par. 9-207)

Sec. 9-207. Notice to terminate tenancy for less than a year. In all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

In all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

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

(735 ILCS 5/9-208) (from Ch. 110, par. 9-208)

Sec. 9-208. Further demand. Where a tenancy is terminated by notice, under either of the 2 preceding sections, no further demand is necessary before bringing an action under the statute in relation to forcible detainer or ejectment.

(Source: P.A. 83-707.)

(735 ILCS 5/9-209) (from Ch. 110, par. 9-209)

Sec. 9-209. Demand for rent - Action for possession. A landlord or his or her agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than 5 days after service thereof, the lease will be terminated. If the tenant does not within the time mentioned in such notice, pay the rent due, the landlord may consider the lease ended, and sue for the possession under the statute in relation to forcible entry and detainer, or maintain ejectment without further notice or demand. A claim for rent may be joined in the complaint, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an action of forcible entry and detainer for the possession of the leased premises, under this Section.

Notice made pursuant to this Section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for possession or ejectment pursuant to failure of the tenant to pay the rent demanded in the notice shall not invalidate the suit.

(Source: P.A. 83-1398.)

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

Sec. 9-210. Notice to quit. When default is made in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To A.B.: You are hereby notified that in consequence of your default in (here insert the character of the default) of the premises now occupied by you, being, etc., (here describe the premises) I have elected to terminate your lease, and you are hereby notified to quit and deliver up possession of the same to me within 10 days of this date (dated, etc.)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or

termination of such tenancy is necessary.

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

(735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

Sec. 9-211. Service of demand or notice. Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises.

(Source: P.A. 83-355.)

(735 ILCS 5/9-212) (from Ch. 110, par. 9-212)

Sec. 9-212. Evidence of service. When such demand is made or notice served by an officer authorized to serve process, the officer's return is prima facie evidence of the facts therein stated, and if such demand is made or notice served by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated.

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

(735 ILCS 5/9-213) (from Ch. 110, par. 9-213)

Sec. 9-213. Expiration of term. When the tenancy is for a certain period, and the term expires by the terms of the lease, the tenant is then bound to surrender possession, and no notice to quit or demand of possession is necessary.

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

(735 ILCS 5/9-213.1) (from Ch. 110, par. 9-213.1)

Sec. 9-213.1. Duty of landlord to mitigate damages. After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.

(Source: P.A. 84-1043.)

(735 ILCS 5/9-214) (from Ch. 110, par. 9-214)

Sec. 9-214. Lease defined. The term "lease," as used in Part 2 of Article IX of this Act, includes every letting, whether by verbal or written agreement.

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

(735 ILCS 5/9-215) (from Ch. 110, par. 9-215)

Sec. 9-215. Remedies available to grantee. The grantees of any leased lands, tenements, rents or other hereditaments, or of the reversion thereof, the assignees of the lessor of any lease, and the heirs, legatees and personal representatives of the lessor, grantee or assignee, shall have the same remedies by action or otherwise, for the non-performance of any agreement in the lease, or for the recovery of any rent, or

for the doing of any waste or other cause of forfeiture, as their grantor or lessor might have had if such reversion had remained in such lessor or grantor.

(Source: P.A. 83-707.)

(735 ILCS 5/9-216) (from Ch. 110, par. 9-216)

Sec. 9-216. Remedies available to lessee. The lessees of any lands, their assigns or personal representatives, shall have the same remedy, by action or otherwise, against the lessor, his or her grantees, assignees or his, her or their representatives, for the breach of any agreement in such lease, as such lessee might have had against his or her immediate lessor. This section shall have no application to the covenants against incumbrances, or relating to the title or possession of the premises demised.

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

(735 ILCS 5/9-217) (from Ch. 110, par. 9-217)

Sec. 9-217. Rent recoverable by representative, from subtenant. When a tenant for life demises any lands and dies on or after the day when any rent becomes due and payable, his or her executor or administrator may recover from the subtenant the whole rent due, but if such tenant for life dies, before the day when any rent is to become due, his or her executor or administrator may recover the proportion of rent which accrued before his or her death, and the remainder man shall recover for the residue.

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

(735 ILCS 5/9-218)

Sec. 9-218. Rent payments at business office.

(a) If the lessor, or agent of the lessor, of residential real property, containing 100 or more residential units in either a single building or a complex of buildings, maintains a business office on the premises of the building or complex that has regularly scheduled office hours, then the lessor, or agent of the lessor, must accept rent payments from a lessee of any of those residential units at that business office during the regularly scheduled office hours and the lessor may not impose any penalty, fee, or charge for making rent payments in this manner that are otherwise considered timely under the lease, but the landlord may refuse to accept payment by cash when rent payments are made in this manner.

(b) This Section applies to each lease and other rental agreement in effect on the effective date of this amendatory Act of the 94th General Assembly unless there is specific language in that lease or other rental agreement that conflicts with the provisions of this Section. If any provision of a lease or other rental agreement entered into, extended, or renewed on or after the effective date of this amendatory Act of the 94th General Assembly conflicts with the provisions of this Section, then that provision of the lease or other rental agreement is void and unenforceable.

(Source: P.A. 94-2, eff. 5-31-05.)

(735 ILCS 5/Art. IX Pt. 3 heading)
Part 3. Distress for Rent

(735 ILCS 5/9-301) (from Ch. 110, par. 9-301)

Sec. 9-301. Property subject to distraint. In all cases of distress for rent, the landlord, by himself or herself, his or her agent or attorney, may seize for rent any personal property of his or her tenant that may be found in the county where such tenant resides, and in no case shall the property of any other person, although the same may be found on the premises, be liable to seizure for rent due from such tenant.

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

(735 ILCS 5/9-302) (from Ch. 110, par. 9-302)

Sec. 9-302. Filing of distress warrant with inventory. The person making such distress shall immediately file with the clerk of the circuit court a copy of the distress warrant, together with an inventory of the property levied upon.

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

(735 ILCS 5/9-303) (from Ch. 110, par. 9-303)

Sec. 9-303. Summons and return. Upon the filing of such copy of distress warrant and inventory, the clerk shall issue a summons against the party against whom the distress warrant has been issued, returnable as summons in other civil cases.

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

(735 ILCS 5/9-304) (from Ch. 110, par. 9-304)

Sec. 9-304. Notice to non-residents. When it appears, by affidavit filed in the court where such proceeding is pending, that the defendant is a nonresident or has departed from this state, or on due inquiry cannot be found, or is concealed within this state, and the affiant states the place of residence of the defendant, if known, and if not known, that upon diligent inquiry he or she has not been able to ascertain the same, notice may be given as in attachment cases.

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

(735 ILCS 5/9-305) (from Ch. 110, par. 9-305)

Sec. 9-305. Proceedings - Pleading. The action shall thereafter proceed in the same manner as in case of attachment before the court. It shall not be necessary for the plaintiff in any case to file a complaint, but the distress warrant shall stand as a complaint and shall be amendable, as complaints in other civil cases, but no such amendment shall in any way affect any liabilities that have accrued in the execution of such warrant.

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

(735 ILCS 5/9-306) (from Ch. 110, par. 9-306)

Sec. 9-306. Counterclaim - Defenses. The defendant may file a counterclaim as in other civil actions or other defense which would have been proper if the action had been for the

rent, and with like effect.

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

(735 ILCS 5/9-307) (from Ch. 110, par. 9-307)

Sec. 9-307. Judgment for plaintiff. If the plaintiff recovers, judgment shall be entered in favor of plaintiff, for the amount which the court finds to be due the plaintiff.

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

(735 ILCS 5/9-308) (from Ch. 110, par. 9-308)

Sec. 9-308. Effect of judgment against defendant. After the defendant is served with process or appears in the action, the judgment shall have the same force and effect as if served by summons, and the judgment may be enforced, not only against the property distrained, but also against the other property of the defendant. But the property distrained, if the same has not been replevied or released from seizure, shall be first sold.

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

(735 ILCS 5/9-309) (from Ch. 110, par. 9-309)

Sec. 9-309. Judgment by default. When publication of notice, as provided by law, but the defendant is not served with process and does not appear, judgment by default may be entered, and the plaintiff may recover the amount due him or her for rent at the time of issuing the distress warrant, and enforcement may be had against the property distrained, but no enforcement may be had against any other property of the defendant.

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

(735 ILCS 5/9-310) (from Ch. 110, par. 9-310)

Sec. 9-310. Judgment in favor of defendant - Counterclaim. If the judgment is in favor of the defendant, the defendant shall recover costs and judgment shall be entered for the return to the defendant of the property distrained, unless the same has been replevied or released from such distress. If a counterclaim is interposed, and it is determined by the court that a balance is due from the plaintiff to the defendant, judgment shall be entered in favor of the defendant.

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

(735 ILCS 5/9-311) (from Ch. 110, par. 9-311)

Sec. 9-311. Bond for release of property. When any distress warrant is levied, the person whose property is distrained, may release the same by entering into bond in double the amount of the rent claimed, payable to the landlord, with sufficient sureties, to be approved by the person making the levy, if the bond is tendered before the filing of a copy of the warrant, as provided in Part 3 of Article IX of this Act, or if after, by the clerk of the court in which the action is pending, conditioned to pay whatever judgment the landlord may recover in the action, with costs of the action. If the bond is taken before the filing of a copy

of the distress warrant, such bond shall be filed therewith, and if taken after the filing of a copy of the distress warrant, it shall be filed in the office of the clerk of the court where the action is pending.

(Source: P.A. 83-707.)

(735 ILCS 5/9-312) (from Ch. 110, par. 9-312)

Sec. 9-312. Perishable property. If any property distrained is of a perishable nature and in danger of immediate waste or decay, and is not replevied or bonded, the landlord or his or her agent or attorney may, upon giving notice to the defendant or his or her attorney, or if neither can be found, without any notice, apply to the court in which the action is pending describing the property, and showing that it is so in danger, and if the court is satisfied that the property is of a perishable nature and in danger of immediate waste or decay, and if the defendant or his or her attorney is not served with notice, or does not appear, that neither the defendant nor the attorney can be found, the court may enter an order to the person having possession of the property, directing the sale thereof upon such time and notice, terms and conditions as the court shall deem for the best interests of the parties concerned. The money resulting from such sale shall be deposited with the clerk of the court in which the action is pending, there to abide the event of the action.

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

(735 ILCS 5/9-313) (from Ch. 110, par. 9-313)

Sec. 9-313. Limitation. The right of the landlord to distrain the personal goods of the tenant, shall continue for the period of 6 months after the expiration of the term for which the premises were demised or the tenancy is terminated.

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

(735 ILCS 5/9-314) (from Ch. 110, par. 9-314)

Sec. 9-314. Distress for products and labor. When the rent is payable wholly or in part in specific articles of property or products of the premises, or labor, the landlord may distrain for the value of such articles, products or labor.

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

(735 ILCS 5/9-315) (from Ch. 110, par. 9-315)

Sec. 9-315. Exemption. The same articles of personal property which are, by law, exempt from the enforcement of a judgment thereon, except the crops grown or growing upon the demised premises, shall also be exempt from distress for rent.

(Source: P.A. 83-707.)

(735 ILCS 5/9-316) (from Ch. 110, par. 9-316)

Sec. 9-316. Lien upon crops. Every landlord shall have a lien upon the crops grown or growing upon the demised premises for the rent thereof, whether the same is payable wholly or in part in money or specific articles of property or products of

the premises, or labor, and also for the faithful performance of the terms of the lease. Such lien shall continue for the period of 6 months after the expiration of the term for which the premises are demised, and may be enforced by distraint as provided in Part 3 of Article IX of this Act.

A good faith purchaser shall, however, take such crops free of any landlord's lien unless, within 6 months prior to the purchase, the landlord provides written notice of his lien to the purchaser by registered or certified mail. Such notice shall contain the names and addresses of the landlord and tenant, and clearly identify the leased property.

A landlord may require that, prior to his tenant's selling any crops grown on the demised premises, the tenant disclose the name of the person to whom the tenant intends to sell those crops. Where such a requirement has been imposed, the tenant shall not sell the crops to any person other than a person who has been disclosed to the landlord as a potential buyer of the crops.

A lien arising under this Section shall have priority over any agricultural lien as defined in, and over any security interest arising under, provisions of Article 9 of the Uniform Commercial Code.

(Source: P.A. 91-893, eff. 7-1-01; 92-819, eff. 8-21-02.)

(735 ILCS 5/9-316.1) (from Ch. 110, par. 9-316.1)

Sec. 9-316.1. Tenant's duty to disclose to landlord identity of vendee of crops.

(a) Where, pursuant to Section 9-316, a landlord has required that, before the tenant sells crops grown on the demised premises, the tenant disclose to the landlord the persons to whom the tenant intends to sell such crops, it is unlawful for the tenant to sell the crops to a person other than a person so disclosed to the landlord.

(b) An individual who knowingly violates this Section is guilty of a Class A misdemeanor.

(c) A corporation convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$2000 nor more than \$10,000.

(d) In the event the tenant is a corporation or a partnership, any officer, director, manager or managerial agent of the tenant who violates this Section or causes the tenant to violate this Section is guilty of a Class A misdemeanor.

(e) It is an affirmative defense to a prosecution for the violation of this Section that the tenant has paid to the landlord the proceeds from the sale of the crops within 10 days after such sale.

(Source: P.A. 84-1043.)

(735 ILCS 5/9-317) (from Ch. 110, par. 9-317)

Sec. 9-317. Landlord's right against sublessee. In all cases when the leased premises are sublet, or the lease is assigned, the landlord shall have the same right to enforce his or her lien against the sublessee or assignee, that the landlord has against the tenant to whom the premises were leased.

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

(735 ILCS 5/9-318) (from Ch. 110, par. 9-318)

Sec. 9-318. Abandonment of premises. When a tenant abandons or removes from the premises or any part thereof, the landlord or his or her agent or attorney may seize upon any grain or other crops grown or growing upon the premises or part thereof so abandoned, whether the rent is due or not. If such grain or other crops or any part thereof is not fully grown or matured, the landlord or his or her agent or attorney shall cause the same to be properly cultivated and harvested or gathered, and may sell and dispose of the same, and apply the proceeds, so far as may be necessary, to compensate for his or her labor and expenses, and to pay the rent. The tenant may, at any time before the sale of the property so seized, redeem the same by tendering the rent due and the reasonable compensation and expenses of the cultivation and harvesting or gathering the same, or the tenant may replevy the property seized.

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

(735 ILCS 5/9-319) (from Ch. 110, par. 9-319)

Sec. 9-319. Removal of fixture. Subject to the right of the landlord to distraint for rent, a tenant has the right to remove from the leased premises all removable fixtures erected thereon by him or her during the term of the lease, or of any renewal thereof, or of any successive leasing of the premises while the tenant remains in possession in the character of a tenant.

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

(735 ILCS 5/9-320) (from Ch. 110, par. 9-320)

Sec. 9-320. Notice by nonresident owner. (a) An owner of residential real property containing more than 4 living units, who does not reside or maintain an office therein and does not employ a manager or agent who resides or maintains an office therein, shall:

(1) post or cause to be posted on such residential real property adjacent to the mailboxes or within the interior of such residential real property in a location visible to all the residents, a notice of not less than 20 square inches in size bearing:

(i) the name, address and telephone number of the person responsible for managing the building; and

(ii) the name, address and telephone number of the company or companies insuring such residential real property against loss or damage by fire or explosion or if the residential real property is not insured, that shall be stated in the notice; and

(2) within 24 hours from the time such owner is notified that any company or companies insuring such residential real property against loss or damage by fire or explosion has cancelled such insurance, post or cause to be posted in the manner provided in subparagraph (1) notice of such cancellation.

(b) In lieu of the requirement for posting the notices prescribed in subsection (a) of this Section and the owner's managing agent may include such notice in a written rental or

lease agreement or may give such notice by first class mail addressed to the lessee or renter.

(c) Failure to give any notice required by this Section is a petty offense and shall subject the owner to pay a fine of not more than \$100 per day of violation.

(Source: P.A. 83-707.)

(735 ILCS 5/9-321) (from Ch. 110, par. 9-321)

Sec. 9-321. Distress before rent due. If any tenant shall, without the consent of his or her landlord, sell and remove, or permit to be removed, or be about to sell and remove, or permit to be removed, from the demised premises, such part or portion of the crops raised thereon, as shall endanger the lien of the landlord upon such crops for the rent agreed to be paid, it is lawful for the landlord to institute proceedings by distress before the rent is due, as is now provided by law, in case of the removal of the tenant from the demised premises; and thereafter the proceedings shall be conducted in the same manner as is now provided by law in ordinary cases of distress, where the rent is due and unpaid.

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