

Effective: [See Text Amendments]

West's Smith-Hurd Illinois Compiled Statutes Annotated Currentness
Chapter 765. Property
 → Landlord and Tenant
 Act 705. Landlord and Tenant Act ([Refs & Annos](#))

705/0.01. Short title

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

Effective: August 16, 2005

705/1. Liability exemptions

§ 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.

Effective: May 31, 2005

705/3. Rent payments at business office; cross-reference

§ 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](#)).

Effective: [See Text Amendments]

705/5. Class X felony by lessee or occupant

§ 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. [FN1] Notwithstanding Sections 9-112, 9-113, and 9-114 of the Code of Civil Procedure, [FN2] 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.

[FN1] [735 ILCS 5/9-101 et seq.](#)

[FN2] [735 ILCS 5/9-112, 5/9-113 and 5/9-114.](#)

Effective: January 01, 2009

705/10. Failure to inform lessor; child sex offender

§ 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 11-9.4 of the Criminal Code of 1961 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.

Effective: [See Text Amendments]

Act 710. Security Deposit Return Act (Refs & Annos)

710/0.01. Short title

§ 0.01. Short title. This Act may be cited as the Security Deposit Return Act.

Effective: [See Text Amendments]

710/1. Withholding security deposit; statement of damages; liability of lessor

§ 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 or by mail directed to his last known address, 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.

Effective: [See Text Amendments]

710/1.1. Transferee liability

§ 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.

Effective: [See Text Amendments]

710/2. Effective date

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

Effective: [See Text Amendments]

Act 715. Security Deposit Interest Act

715/0.01. Short title

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

Effective: [See Text Amendments]

715/1. Interest to be paid by lessor on security deposits; rate

§ 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.

Effective: [See Text Amendments]

715/2. Time for payment; penalty for refusal to pay

§ 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 attorney's fees.

Effective: [See Text Amendments]

715/3. Application of Act

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

Effective: [See Text Amendments]

Act 720. Retaliatory Eviction Act

720/0.01. Short title

§ 0.01. Short title. This Act may be cited as the Retaliatory Eviction Act.

Effective: [See Text Amendments]

720/1. Termination of, or refusal to renew, lease; prohibition; validity of provisions in lease

§ 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.

Effective: [See Text Amendments]

Act 725. Property Taxes of Alien Landlords Act

725/0.01. Short title

§ 0.01. Short title. This Act may be cited as the Property Taxes of Alien Landlords Act.

Effective: [See Text Amendments]

725/1. Payment of taxes by tenants of alien landlord

§ 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.

Effective: [See Text Amendments]

Act 730. Rent Concession Act

730/0.01. Short title

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

Effective: [See Text Amendments]

730/1. Purpose of Act

§ 1. 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.

Effective: [See Text Amendments]

730/2. "Rent concession" defined

§ 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.

Effective: [See Text Amendments]

730/3. Words "concession granted" to appear on lease

§ 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.

Effective: [See Text Amendments]

730/4. Unlawful to exhibit lease without legend

§ 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.

Effective: [See Text Amendments]

730/5. Terms defined

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

Effective: [See Text Amendments]

730/5a. Farm property excepted

§ 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.

Effective: [See Text Amendments]

730/6. Violation of Act

§ 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.

Effective: [See Text Amendments]

Act 735. Rental Property Utility Service Act (Refs & Annos)

735/0.01. Short title

§ 0.01. Short title. This Act may be cited as the Rental Property Utility Service Act.

Effective: January 01, 2005

735/1. Utility payments; termination and restoration of service

§ 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.

Effective: [See Text Amendments]

735/1.1. Definitions

§ 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.

Effective: [See Text Amendments]

735/1.2. Certain tenant-paid utility payment arrangements prohibited; notice of change in payment arrangement

§ 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.

Effective: [See Text Amendments]

735/1.3. Tenant remedies and burdens of proof

§ 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.

Effective: [See Text Amendments]

735/1.4. Prohibition on termination of utility service by landlord

§ 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.

Effective: [See Text Amendments]

735/2. Receivership; utility service termination

§ 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.

Effective: [See Text Amendments]

735/2.1. Tenant damages

§ 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.

Effective: [See Text Amendments]

735/2.2. Recovery of damages; costs and fees

§ 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.

Effective: [See Text Amendments]

735/3. Notice of utility service termination

§ 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.

Effective: [See Text Amendments]

735/4. Rent increases; deductions for utility payments

§ 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.

Effective: [See Text Amendments]

735/5. Utility companies; remedies; public safety

§ 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.

Effective: [See Text Amendments]

Act 740. Tenant Utility Payment Disclosure Act (Refs & Annos)

740/1. Short title

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

Effective: [See Text Amendments]

740/5. Disclosure of utility payments included in rent

§ 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. [FN1] 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. [FN2]

[FN1] 765 ILCS 605/18.4.

[FN2] 765 ILCS 605/18.5.

Effective: January 01, 2005

Act 742. Residential Tenants' Right to Repair Act

742/1. Short title

§ 1. Short title. This Act may be cited as the Residential Tenants' Right to Repair Act.

Effective: January 01, 2005

742/5. Repair; deduction from rent

§ 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.

Effective: January 01, 2005

742/10. Exceptions

§ 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.

Effective: January 01, 2005

742/15. Tenant liabilities and responsibilities

§ 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.

Effective: January 01, 2005

742/20. Defense to eviction

§ 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.

Effective: January 01, 2005

742/25. Mechanics lien laws

§ 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.

Effective: January 01, 2005

742/30. Home rule

§ 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.

Effective: [See Text Amendments]

Act 745. Mobile Home Landlord and Tenant Rights Act (Refs & Annos)

745/1. Applicability

§ 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.

Effective: [See Text Amendments]

745/2. Jurisdiction

§ 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.

Effective: [See Text Amendments]

745/3. Definitions

§ 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) "Mobile Home" means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of its construction to the location or subsequent locations at which it is intended to be a permanent habitation and designed to permit the occupancy thereof as a dwelling place of one or more persons, provided that any such structure served by individual utilities and resting on a permanent foundation, with wheels, tongue and hitch permanently removed, shall not be construed as a "mobile home".

(c) "Mobile Home Park" or "Park" means an area of land or lands upon which five or more independent mobile homes are harbored for rent.

(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 or mobile home.

(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. [FN1]

[FN1] [65 ILCS 5/11-42-11](#).

Effective: [See Text Amendments]

745/4. Requisites for Rental or Offer of Mobile Home or Lot for Rental

§ 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.

Effective: [See Text Amendments]

745/4a. Master antenna television services

§ 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.

Effective: [See Text Amendments]

745/5. Exemptions

§ 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.

Effective: January 01, 2008

745/6. Obligation of Park Owner to Offer Written Lease

§ 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.

Effective: January 01, 2008

745/6.3. Temporary Tenant

§ 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.

Effective: January 01, 2008

745/6.4. Rent Deferral Program

§ 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 release 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.

Effective: January 01, 2008

745/6.5. Disclosure

§ 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.

Effective: [See Text Amendments]

745/7. Effect of Unsigned Lease

§ 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.

Effective: January 01, 2008

745/8. Renewal of Lease

§ 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.

Effective: January 01, 2008

745/8.5. Park Closure

§ 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.

Effective: January 01, 2008

745/9. The Terms of Fees and Rents

§ 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.

Effective: January 01, 2008

745/9.5. Abandoned or Repossessed Properties

§ 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.

Effective: [See Text Amendments]

745/10. Waiver of Provisions

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

Effective: [See Text Amendments]

745/11. Provisions of mobile home park leases

§ 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.

Effective: [See Text Amendments]

745/12. Lease prohibitions

§ 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.

Effective: [See Text Amendments]

745/12a. Lease agreements; purchase from park owner

§ 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.

Effective: [See Text Amendments]

745/13. Tenant's Duties

§ 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.

Effective: [See Text Amendments]

745/14. Rules and regulations of park

§ 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.

Effective: [See Text Amendments]

745/14-1. Pamphlet of tenant's and park operator's rights and obligations

§ 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.

Effective: [See Text Amendments]

745/15. Statutory grounds for eviction

§ 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.

Effective: [See Text Amendments]

745/16. Improper grounds for eviction

§ 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.

Effective: [See Text Amendments]

745/17. Notice required by Law

§ 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."

Effective: [See Text Amendments]

745/18. Security deposit; Interest

§ 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 cir-

cuit 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.

Effective: [See Text Amendments]

745/19. Purchase of Goods and Services

§ 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.

Effective: [See Text Amendments]

745/20. Gifts, Donations, Bonus, Gratuity, Etc.

§ 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.

Effective: October 08, 2004

745/20.5. Publication of false or misleading information; remedies

§ 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.

Effective: [See Text Amendments]

745/21. Remedies, Tenants

§ 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.

Effective: [See Text Amendments]

745/22. Remedies, Park Owner

§ 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.

Effective: [See Text Amendments]

745/23. Termination of Lease

§ 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.

Effective: [See Text Amendments]

745/24. Sale of Mobile Home

§ 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 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.

Effective: [See Text Amendments]

745/25. Meetings of Tenants

§ 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.

Effective: [See Text Amendments]

745/26. Short title

§ 26. This Act shall be cited as the "Mobile Home Landlord and Tenant Rights Act".

Effective: January 01, 2007

Act 750. Safe Homes Act

750/1. Short title

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

Effective: January 01, 2007

750/5. Purpose

§ 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.

Effective: January 01, 2007

750/10. Definitions

§ 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 1961.

"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.

Effective: January 01, 2007

750/15. Affirmative defense

§ 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).

Effective: August 23, 2007

750/20. Change of locks

§ 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.

Effective: October 06, 2008

750/25. Penalty for violation of lock-change provisions

§ 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.

Effective: October 06, 2008

750/27. Nondisclosure, confidentiality, and privilege

§ 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.

Effective: October 06, 2008

750/29. Nondisclosure violation penalty

§ 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.

Effective: January 01, 2007

750/30. Prohibition of waiver or modification

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

Effective: January 01, 2007

750/35. Public housing excluded

§ 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.

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