

Illinois Landlord & 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. 89-82, 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.)