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LRB094 15382 WGH 55954 a

1 AMENDMENT TO HOUSE BILL 4715

2 AMENDMENT NO. _____. Amend House Bill 4715 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the Safe
5 Homes Act.

6 Section 5. Findings. The General Assembly finds and
7 declares the following:

8 (1) Domestic and sexual violence affect many persons
9 without regard to age, race, education, socioeconomic
10 status, religion, or occupation.

11 (2) Domestic and sexual violence have a devastating
12 effect on individuals, families, and communities.

13 (3) Domestic violence crimes account for approximately
14 15% of total crime costs in the United States each year.

15 (4) Violence against women has been reported to be the
16 leading cause of physical injury to women. This violence
17 has a devastating impact on women's physical and emotional
18 health.

19 (5) According to recent government surveys, from 1993
20 through 1998 the average annual number of violent
21 victimizations committed by intimate partners of the
22 victim was 1,082,110 and 87% of those were committed
23 against women.

24 (6) Female murder victims were substantially more

1 likely than male murder victims to have been killed by an
2 intimate partner. About one-third of female murder
3 victims, and about 4% of male murder victims, were killed
4 by an intimate partner.

5 (7) According to the Department of Justice, women
6 living in rental housing experience intimate partner
7 violence at 3 times the rate of women who own their homes.

8 (8) According to recent government estimates,
9 approximately 987,400 rapes occur annually in the United
10 States and 89% of the rapes are perpetrated against female
11 victims.

12 (9) One out of every 7 adult women, or more than
13 670,000 in Illinois, has been the victim of a forcible rape
14 sometime in her lifetime.

15 (10) In a survey of 600 women and men ages 16-24, 60%
16 of the respondents stated that they know a woman who has
17 been sexually assaulted.

18 (11) Eighty percent of women who are raped are raped by
19 acquaintances.

20 (12) Approximately 10,200,000 people have been stalked
21 at some time in their lives. Four out of every 5 stalking
22 victims are women. Stalkers harass and terrorize their
23 victims by spying on the victims, standing outside their
24 homes or work places, making unwanted phone calls, sending
25 or leaving unwanted letters or items, or vandalizing
26 property.

27 (13) Too often, victims of domestic and sexual violence
28 suffer not only physical and emotional abuse, but also the
29 devastation of being displaced from their homes because of
30 violence.

31 (14) The loss of a victim's home can, in turn, result
32 in the loss of employment, public benefits, and even the
33 custody of children.

34 (15) The problem is compounded by the fact that victims

1 of domestic and sexual violence are discriminated against
2 when attempting to access safe housing, make their current
3 housing more safe, or flee existing housing. Additionally,
4 victims of domestic and sexual violence are often evicted
5 because of the abuse that they have suffered.

6 (16) There is a strong link between domestic violence
7 and homelessness. Among cities surveyed, 44% identified
8 domestic violence as a primary cause of homelessness.

9 (17) Ninety-two percent of homeless women have
10 experienced severe physical or sexual abuse at some point
11 in their lives. Of all homeless women and children, 60% had
12 been abused by age 12, and 63% have been victims of
13 intimate partner violence as adults.

14 (18) Women who leave their abusers frequently lack
15 adequate emergency shelter options and this makes their
16 decisions concerning leaving their dwelling places more
17 difficult.

18 (19) Victims of domestic violence often return to
19 abusive partners because they cannot find long-term
20 housing.

21 (20) Because abusers frequently manipulate their
22 victims' finances in an effort to control their partners,
23 victims often lack a steady income, a credit history,
24 landlord references, and a current address, all of which
25 are necessary to obtain long-term permanent housing.

26 (21) Abusers also frequently manipulate the systems in
27 place meant to protect victims, by accusing the victim of
28 initiating the violence, calling the police, or attempting
29 to obtain an order for protection. Victims who attempt to
30 defend themselves or others from an abuser's violence are
31 particularly vulnerable to this practice.

32 (22) Victims of domestic and sexual violence in rural
33 areas face additional barriers, challenges, and unique
34 circumstances, such as geographic isolation, poverty, lack

1 of public transportation systems, shortage of health care
2 providers, and decreased access to safe housing resources.

3 (23) The U.S. Congress has recognized the severity of
4 this problem. In its Conference report accompanying the FY
5 2002 HUD appropriations bill, Congress urged HUD to
6 "develop plans to protect victims of domestic violence from
7 being discriminated against in receiving or maintaining
8 public housing because of their victimization." H.R. REP.
9 No. 107-272, at 120 (2001).

10 Section 10. Purposes. The purposes of this Act are:

11 (1) To promote the State's interest in reducing
12 domestic violence, dating violence, sexual assault, and
13 stalking by enabling victims of domestic or sexual violence
14 and their families to access or maintain safe housing or
15 flee existing dangerous housing in order to leave violent
16 or abusive situations, achieve safety, and minimize the
17 physical and emotional injuries from domestic or sexual
18 violence, and to reduce the devastating economic
19 consequences to the State and victims.

20 (2) To address the failure of existing laws to protect
21 the housing rights of victims of domestic or sexual
22 violence, as well as family or household members affected
23 by the violence.

24 (3) To accomplish the purposes described in paragraphs
25 (1) and (2) by providing victims of domestic or sexual
26 violence and their families with options to access or
27 maintain safe housing or to flee dangerous housing.

28 Section 15. Definitions. For the purposes of this Act:

29 "Domestic violence" means abuse as defined in Section 103
30 of the Illinois Domestic Violence Act of 1986.

31 "Landlord" and "tenant" have the definitions stated in
32 Section 1.1 of the Rental Property Utility Service Act, except

1 for those tenants residing in public housing.

2 "Perpetrator" means an individual who commits or is alleged
3 to have committed or threatened any act of domestic or sexual
4 violence.

5 "Protected applicant" means a person who makes application
6 to the landlord of a building or mobile home to become an
7 occupant in the building or mobile home, whether under a lease
8 or periodic tenancy, who has been subjected to any act or
9 threat of domestic or sexual violence. A perpetrator is not
10 considered a protected applicant.

11 "Protected household member" means any member of a
12 household who has been subjected to any act or threat of
13 domestic or sexual violence, including but not limited to: any
14 minor child, any dependant adult, and any other person residing
15 with a victim of domestic or sexual violence. A perpetrator is
16 not considered a protected household member. This definition
17 does not apply to public housing.

18 "Protected tenant" means an occupant of a building or
19 mobile home, whether under a lease or periodic tenancy, who has
20 been subjected to any act or threat of domestic or sexual
21 violence, including but not limited to a tenant residing with a
22 victim of domestic or sexual violence. A perpetrator is not
23 considered a protected tenant. This definition does not apply
24 to public housing.

25 "Sexual violence" means any act or threat of sexual
26 assault, abuse, or stalking of an adult or minor child
27 including, but not limited to, non-consensual sexual conduct or
28 non-consensual sexual penetration as defined in the Civil No
29 Contact Order Act and the offenses of stalking, aggravated
30 stalking, cyberstalking, criminal sexual assault, predatory
31 criminal sexual assault of a child, criminal sexual abuse, and
32 aggravated criminal sexual abuse as these offenses are
33 described in the Criminal Code of 1961, including sexual
34 violence committed by perpetrators who are strangers to the

1 victim and sexual violence committed by perpetrators who are
2 known or related by blood, marriage, or law to the victim.

3 "Victim" means an individual who has been subjected to any
4 act or threat of domestic or sexual violence. A perpetrator is
5 not considered a victim.

6 Section 18. Definitions concerning public housing only.
7 For the purposes of this Act when referencing public housing:

8 "Public housing" means low-income housing, and all
9 necessary appurtenances thereto, assisted under the United
10 States Housing Act of 1937, 42 U.S.C. 1437a and includes
11 dwelling units in mixed finance projects that are assisted by a
12 public housing agency with capital or operating assistance.

13 "Protected public housing tenant" means an authorized
14 person whose name is included on the lease for the public
15 housing unit.

16 "Unauthorized occupant" means an individual who is not
17 authorized to reside in public housing or who is not on the
18 lease for the public housing unit as those terms and conditions
19 are set forth by the United States Housing Act of 1937, 42
20 U.S.C. 1437a, federal regulations governing the program, and
21 the public housing authority's general admissions and
22 occupancy policies.

23 Section 20. Victim protection; nondiscrimination. A
24 landlord shall not terminate a tenancy, fail to renew a
25 tenancy, refuse to enter into a rental agreement, retaliate, or
26 otherwise interfere in the rental of a dwelling based on: (i)
27 the status as a victim of domestic violence or sexual violence
28 of a protected tenant, protected public housing tenant,
29 protected applicant, or protected household member; or (ii) the
30 termination of a rental agreement under Section 30 by a
31 protected tenant, protected public housing tenant, protected
32 tenant, or protected applicant. Evidence provided to the

1 landlord of domestic violence or sexual violence may include
2 any one of the following:

3 (1) a statement of the protected tenant, protected
4 public housing tenant, protected applicant, or protected
5 household member;

6 (2) a statement from a person other than the protected
7 tenant, protected public housing tenant, protected
8 applicant, or protected household member who has knowledge
9 of the resident's history as a victim of domestic or sexual
10 violence;

11 (3) a statement from an employee or volunteer of a
12 victim services, domestic violence, or rape crisis
13 organization from whom the protected tenant, protected
14 public housing tenant, protected applicant, or protected
15 household member has sought services and who has knowledge
16 of the resident's history as a victim of domestic or sexual
17 violence;

18 (4) a statement from an attorney, medical
19 professional, member of the clergy, or other professional
20 from whom the protected tenant, protected public housing
21 tenant, protected applicant, or protected household member
22 has sought assistance in addressing domestic or sexual
23 violence;

24 (5) court, police, medical, or other corroborating
25 evidence of domestic or sexual violence; or

26 (6) any other evidence of domestic or sexual violence.

27 Section 25. Victim protection; change of locks and right to
28 possession.

29 (a) If the perpetrator of domestic violence or sexual
30 violence is not a leaseholder in the same dwelling unit as the
31 victim, a protected tenant or protected public housing tenant
32 of the dwelling unit may give oral or written notice to the
33 landlord that a protected household member is a victim of

1 domestic violence or sexual violence and may request that the
2 locks to the dwelling unit be changed. The landlord shall not
3 consider this notice evidence of a lease violation. A protected
4 tenant or protected public housing tenant is not required to
5 provide documentation of the domestic violence or sexual
6 violence to initiate the changing of the locks pursuant to this
7 subsection. A landlord who receives a request under this
8 subsection shall, within 48 hours, change the locks to the
9 protected tenant or protected public housing tenant's dwelling
10 unit or give the protected tenant or protected public housing
11 tenant permission to change the locks within 48 hours or such
12 lesser time as required by a court order.

13 (b) If the perpetrator of the domestic violence or sexual
14 violence is a leaseholder in the same dwelling unit as the
15 victim, a protected tenant or protected public housing tenant
16 of the dwelling unit may give oral or written notice to the
17 landlord that a protected household member is a victim of
18 domestic or sexual violence and may request that the locks to
19 the dwelling unit be changed. In these circumstances, the
20 following shall apply:

21 (1) Before the landlord, protected tenant, or
22 protected public housing tenant changes the locks under
23 this subsection, the landlord shall require a copy of an
24 order issued by a court, including but not limited to an
25 Order of Protection pursuant to the Illinois Domestic
26 Violence Act of 1986 or Article 112A of the Code of
27 Criminal Procedure of 1963.

28 (2) Unless a court order allows the perpetrator to
29 return to the dwelling unit to retrieve personal
30 belongings, the landlord has no duty under the rental
31 agreement or by law to allow the perpetrator access to the
32 dwelling unit, to provide keys to the perpetrator, or to
33 provide the perpetrator access to the perpetrator's
34 personal property within the dwelling unit once the

1 landlord has been provided with a court order. If a
2 landlord complies with this Section, the landlord is not
3 liable for civil damages to a perpetrator excluded from the
4 dwelling unit for loss of use of the dwelling unit or loss
5 of use or damage to the perpetrator's personal property.

6 (3) The perpetrator who has been excluded from the
7 dwelling unit under this subsection remains liable under
8 the lease with any other tenant of the dwelling unit for
9 rent or damages to the dwelling unit.

10 (4) A landlord who receives a request under this
11 subsection shall, within 72 hours or such lesser time as
12 required by a court order, change the locks to the dwelling
13 unit or give the protected tenant or protected public
14 housing tenant permission to change the locks.

15 (c) If the landlord charges a fee for the expense of
16 changing the locks, that fee must not exceed the reasonable
17 price customarily charged for the repair.

18 (d) If a landlord fails to act within the required time
19 pursuant to subsection (a) or (b), the protected tenant or
20 protected public housing tenant may change the locks without
21 the landlord's permission. If the protected tenant or protected
22 public housing tenant changes the locks, the protected tenant
23 or protected public housing tenant shall give a key to the new
24 locks to the landlord within 48 hours of the locks being
25 changed.

26 Section 30. Early termination of rental agreement by
27 victims of domestic violence or sexual violence.

28 (a) Any protected tenant or protected public housing tenant
29 who is a victim of domestic or sexual violence or whose
30 dwelling unit contains protected household members who are
31 victims of domestic or sexual violence may terminate his or her
32 rental agreement for a dwelling unit if necessary to protect
33 their physical or emotional safety and well-being by providing

1 the landlord with a written notice of termination to be
2 effective on a date stated in the notice that is at least 30
3 days after the landlord's receipt of the notice. The notice to
4 the landlord shall be accompanied by any one of the types of
5 evidence of domestic or sexual violence presented by the
6 protected tenant or protected public housing tenant, as set
7 forth in Section 20. For this Section only, the landlord may
8 request that the protected tenant or protected public housing
9 tenant limit the evidence provided to any one of the documents
10 or statements described in paragraph (3), (4), or (5) of
11 Section 20.

12 (b) Upon termination of a rental agreement under this
13 Section, if the perpetrator is not a tenant in the same
14 dwelling unit, the protected tenant or protected public housing
15 tenant who is released from a rental agreement pursuant to
16 subsection (a) of this Section is liable for the rent due under
17 the rental agreement prorated to the effective date of the
18 termination and payable at the time that would have been
19 required by the terms of the rental agreement. If the
20 perpetrator is a leaseholder in the same dwelling unit, the
21 perpetrator is liable to the protected tenant or protected
22 public housing tenant for all of the unpaid rent or other sums
23 owed to the landlord before and after the lease was terminated
24 by the protected tenant or protected public housing tenant. At
25 his or her discretion, the landlord may hold either or both
26 parties liable for the unpaid rent or other sums owed under the
27 rental agreement to the landlord. However, the perpetrator is
28 liable for all charges related to property damage caused by the
29 domestic or sexual violence. If, pursuant to this Section, an
30 applicant terminates the rental agreement 14 days or more
31 before occupancy, the applicant is not subject to any damages
32 or penalties.

33 (c) Notwithstanding the release of a protected tenant or
34 protected public housing tenant from a rental agreement under

1 subsection (a) of this Section, or the exclusion of a
2 perpetrator of domestic or sexual violence by court order if
3 the perpetrator is a tenant in the same dwelling unit, if there
4 are any remaining tenants residing in the dwelling unit, the
5 tenancy shall continue for those tenants. The perpetrator who
6 is a tenant in the same dwelling unit remains liable under the
7 lease with any other tenant of the dwelling unit for rent or
8 damages to the dwelling unit.

9 Section 35. Right of possession to non-leaseholder victim
10 of domestic or sexual violence. If the perpetrator of the
11 domestic violence or sexual violence is a tenant in the same
12 dwelling unit as the victim and has possession of the dwelling
13 unit, any adult or emancipated protected household member of
14 that dwelling unit may give oral or written notice to the
15 landlord that a protected household member is a victim of
16 domestic or sexual violence and request that the protected
17 household member be given possession of the dwelling unit and
18 become the primary leaseholder. The landlord shall require that
19 the protected household member provide the landlord with a copy
20 of an order issued by a court, including but not limited to an
21 Order of Protection pursuant to the Illinois Domestic Violence
22 Act of 1986 or Article 112A of the Code of Criminal Procedure
23 of 1963. As long as the landlord complies with Section 20 and
24 is provided with a court order, it is within the landlord's
25 discretion to enter into a rental agreement with the remaining
26 adult or emancipated household members. If a landlord complies
27 with this Section, the landlord is not liable for civil damages
28 to a perpetrator excluded from the dwelling unit for loss of
29 possession, the use of the dwelling unit, or loss of use or
30 damage to the perpetrator's personal property. Public housing
31 authorities as defined by Section 18 are specifically exempted
32 from this Section.

1 Section 40. Right to vacate following domestic or sexual
2 violence.

3 (a) A protected tenant or protected public housing tenant
4 may terminate her or his rights and obligations under a lease
5 and may vacate the dwelling unit and avoid liability for future
6 rent and any other sums due under the lease for terminating the
7 lease and vacating the dwelling unit before the end of the
8 lease term, if the protected tenant or protected public housing
9 tenant complies with subsection (a) of Section 30 and provides
10 the landlord or the landlord's agent with notice that the
11 protected tenant, protected public housing tenant, or a
12 protected household member is the victim of domestic or sexual
13 violence and that in order to maintain her or his physical or
14 emotional safety and well-being, she or he must vacate the
15 dwelling.

16 (b) A protected tenant or protected public housing tenant
17 may exercise the right to terminate the lease under subsection
18 (a) of Section 30, and vacate the dwelling before the end of
19 the lease term, beginning on the date after all of the
20 following events have occurred:

21 (1) the protected tenant or protected public housing
22 tenant has delivered a copy of the notice to the landlord;
23 and

24 (2) the protected tenant or protected public housing
25 tenant has vacated the dwelling unit.

26 (c) If the perpetrator was not a tenant in the same
27 dwelling unit as the protected tenant or protected public
28 housing tenant, this Section does not affect the liability of a
29 protected tenant or protected public housing tenant for unpaid
30 rent owed to the landlord before the lease was terminated by
31 the protected tenant or protected public housing tenant under
32 this Section. The perpetrator, however, shall be liable for all
33 charges related to property damage caused by the domestic or
34 sexual violence.

1 (d) If the perpetrator is a tenant in the same dwelling
2 unit as the protected tenant or protected public housing
3 tenant, the perpetrator is liable to the protected tenant or
4 protected public housing tenant for all unpaid rent or other
5 sums owed to the landlord before and after the lease was
6 terminated by the protected tenant or protected public housing
7 tenant. At his or her discretion, the landlord may hold either
8 or both parties liable for the unpaid rent or other sums owed
9 under the rental agreement. The perpetrator shall also be
10 liable for all charges related to property damage caused by the
11 domestic or sexual violence.

12 (e) A landlord who is found by a court to have violated
13 this Act is liable to the protected tenant or protected public
14 housing tenant for actual damages, an additional amount equal
15 to the amount of one month's rent plus \$500, and the tenant's
16 attorney's fees.

17 Section 45. Unauthorized occupants in public housing.
18 Unless the victim of domestic or sexual violence is a protected
19 public housing tenant, the housing authority has no obligation
20 to provide any of the remedies as stated above. Unauthorized
21 occupants are not considered protected public housing tenants.

22 Section 50. Enforceability. In addition to any other
23 remedies provided in this Act or under other laws, any
24 protected household member, protected tenant, protected public
25 housing tenant, or victim adversely affected by an act or
26 omission of the landlord that violates this Act may file an
27 action against the landlord in the circuit court. If the court
28 finds that a violation of this Act occurred or is about to
29 occur by an act or omission of the landlord, the court may
30 award to the plaintiff actual damages, reasonable attorney's
31 fees, and costs and may grant as relief, as the court deems
32 appropriate, any permanent or preliminary injunction,

1 temporary restraining order, or other order, including an order
2 enjoining the landlord from engaging in violations of this Act
3 or ordering such affirmative action as may be appropriate.

4 Section 55. Effect on other laws.

5 (a) More protective laws. Nothing in this Act shall be
6 construed to supersede any provision of any federal, State, or
7 local law that provides greater protections for victims of
8 domestic or sexual violence than the rights established under
9 this Act.

10 (b) Less protective laws. The rights established for
11 victims of domestic or sexual violence under this Act shall not
12 be diminished by any State or local law.

13 Section 60. Prohibition on Waiver or Modification.
14 Sections 5, 10, 15, 20, 25, 30, 35, 40, 50, and 55 may not be
15 waived or modified by an agreement of the parties.

16 Section 99. Effective date. This Act takes effect upon
17 becoming law."