



Sen. Kwame Raoul

Filed: 3/23/2006

09400HB4715sam001

LRB094 15382 AJ0 57471 a

1 AMENDMENT TO HOUSE BILL 4715

2 AMENDMENT NO. _____. Amend House Bill 4715 by deleting
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. Purpose. The purpose of this Act is to promote
7 the State's interest in reducing domestic violence, dating
8 violence, sexual assault, and stalking by enabling victims of
9 domestic or sexual violence and their families to flee existing
10 dangerous housing in order to leave violent or abusive
11 situations, achieve safety, and minimize the physical and
12 emotional injuries from domestic or sexual violence, and to
13 reduce the devastating economic consequences thereof.

14 Section 10. Definitions. For purposes of this Act:

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

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

22 "Sexual violence" means any act of sexual assault, abuse,
23 or stalking of an adult or minor child, including but not

1 limited to non-consensual conduct or non-consensual sexual
2 penetration as defined in the Civil No Contact Order Act and
3 the offenses of stalking, aggravated stalking, criminal sexual
4 assault, aggravated criminal sexual assault, predatory
5 criminal sexual assault of a child, criminal sexual abuse, and
6 aggravated criminal sexual abuse as those offenses are
7 described in the Criminal Code of 1961.

8 "Tenant" means a person who has signed a written lease with
9 a landlord whereby the person is the lessee under the written
10 lease.

11 Section 15. Affirmative defense.

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

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

22 (2) the tenant gave notice to the landlord prior to or
23 within 3 days of vacating the premises that the reason for
24 vacating the premises was because of a credible imminent
25 threat of domestic or sexual violence against the tenant or
26 a member of the tenant's household.

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

33 (1) a tenant or a member of tenant's household was a

1 victim of sexual violence on the premises and the tenant
2 has vacated the premises as a result of the sexual
3 violence; and

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

15 (3) the sexual violence occurred not more than 30 days
16 prior to the date of giving the written notice to the
17 landlord.

18 (c) Nothing in this Act shall be construed to be a defense
19 against an action for rent for a period of time before the
20 tenant vacated the landlord's premises.

21 Section 20. Change of locks.

22 (a) Upon written notice from all tenants who have signed as
23 lessees under a written lease, the tenants may request that a
24 landlord change the locks of the dwelling unit in which they
25 live if one or more of the tenants reasonably believes that one
26 of the tenants or a member of tenant's household is under a
27 credible imminent threat of domestic or sexual violence at the
28 premises from a person who is not a lessee under the lease.
29 Notice to the landlord requesting a change of locks shall be
30 accompanied by at least one form of the following types of
31 evidence to support a claim of domestic or sexual violence:
32 medical, court or police evidence of domestic or sexual
33 violence; or a statement from an employee of a victim services,

1 domestic violence, or rape crisis organization from which the
2 tenant or a member of the tenant's household sought services.

3 (b) Once a landlord has received notice of a request for
4 change of locks and has received one form of evidence referred
5 to in Section (a) above, the landlord shall, within 48 hours,
6 change the locks or give the tenant the permission to change
7 the locks.

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

11 (2) If a landlord fails to change the locks within 48
12 hours after being provided with the notice and evidence
13 referred to in (a) above, the tenant may change the locks
14 without the landlord's permission. If the tenant changes
15 the locks, the tenant shall give a key to the new locks to
16 the landlord within 48 hours of the locks being changed. In
17 the case where a tenant changes the locks without the
18 landlord's permission, the tenant shall do so in a
19 workmanlike manner with locks of similar or better quality
20 than the original lock.

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

25 Section 25. Penalty for violation.

26 (a) If a landlord takes action to prevent the tenant who
27 has complied with Section 20 of this Act from changing his or
28 her locks, the tenant may seek a temporary restraining order,
29 preliminary injunction, or permanent injunction ordering the
30 landlord to refrain from preventing the tenant from changing
31 the locks.

32 (b) A tenant who changes locks and does not provide a copy
33 of a key to the landlord within 48 hours of the tenant changing

1 the locks, shall be liable for any damages to the dwelling or
2 the building in which the dwelling is located that could have
3 been prevented had landlord been able to access the dwelling
4 unit in the event of an emergency.

5 (c) The remedies provided to landlord and tenant under this
6 Section 25 shall be sole and exclusive.

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

10 Section 35. Public housing excluded. This Act does not
11 apply to housing managed, operated, financed, or regulated, in
12 whole or part, pursuant to the United States Housing Act of
13 1937, as amended, 42 USC 1437 et seq., and its implementing
14 regulations."