



Rep. Delia C. Ramirez

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1 AMENDMENT TO HOUSE BILL 5574

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 5574 by replacing  
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the  
5 COVID-19 Emergency and Economic Recovery Renter and Homeowner  
6 Protection Act.

7 Section 5. Purpose and findings. The purpose of this Act is  
8 to protect renters, homeowners, and persons in need of housing,  
9 based upon the following findings:

10 International, national, state, and local governments and  
11 health authorities are responding to an outbreak of a disease  
12 caused by the novel coronavirus referred to as COVID-19.

13 Minority households in the State of Illinois are at  
14 disproportionate risk of exposure to and the contraction of  
15 COVID-19 and to economic effects of this pandemic.

16 On March 12, 2020, the Governor of the State of Illinois

1 issued a disaster declaration proclamation in Illinois because  
2 of the threat of COVID-19.

3 On March 26, 2020, the President of the United States  
4 declared that a major disaster exists in the State of Illinois  
5 and ordered Federal assistance to supplement State, tribal, and  
6 local recovery efforts in the areas affected by the COVID-19  
7 pandemic beginning on January 20, 2020 and continuing.

8 On April 1, 2020, the Governor of the State of Illinois  
9 issued a second disaster declaration proclamation in Illinois  
10 because of the threat of COVID-19.

11 On April 30, 2020, the Governor of the State of Illinois  
12 issued a third disaster declaration proclamation in Illinois  
13 because of the threat of COVID-19.

14 The Centers for Disease Control and Prevention and the  
15 Illinois Department of Public Health have issued  
16 recommendations including, but not limited to, social  
17 distancing, staying home if sick, shutting down all  
18 nonessential businesses, canceling or postponing large group  
19 events, working from home, and other precautions to protect  
20 public health and prevent transmission of this communicable  
21 virus.

22 Experts predict a vaccine will not be approved for at least  
23 a year, and the World Health Organization has stated, "There is  
24 currently no evidence that people who have recovered from  
25 COVID-19 and have antibodies are protected from a second  
26 infection."

1           Because of the public health emergency and the precautions  
2 recommended by health authorities, many residents and  
3 businesses in the State of Illinois have experienced or expect  
4 soon to experience sudden and unexpected income loss.

5           A quarter of this State's workforce is employed in  
6 industries directly impacted by the closure of nonessential  
7 services as recommended by health authorities, and  
8 unemployment claims in this State are exceeding levels from the  
9 2008 Great Recession.

10          Further long-term economic impacts are anticipated, with  
11 reliable forecasts of 30% unemployment rate in the second  
12 quarter of 2020, leaving residential and commercial tenants  
13 vulnerable to eviction and homeowners vulnerable to  
14 foreclosure.

15          The Governor of the State of Illinois has stated that  
16 individuals exposed to COVID-19 may be temporarily unable to  
17 report to work due to illness caused by COVID-19 or quarantines  
18 related to COVID-19 and individuals directly affected by  
19 COVID-19 may experience potential loss of income, health care  
20 and medical coverage, and ability to pay for housing and basic  
21 needs, thereby placing increased demands on already strained  
22 regional and local health and safety resources, including  
23 shelters and food banks.

24          Before COVID-19, over half of Illinois low-income renters  
25 were already rent-burdened, and the rate of underwater  
26 mortgages in Illinois was one of the highest in the nation.

1           31% of adults in a nationally representative sample taken  
2 during the pandemic report that they are worried that they  
3 cannot pay rent, a mortgage, or utilities.

4           During this emergency and in the interest of protecting the  
5 public health and preventing transmission of COVID-19, it is  
6 essential to avoid unnecessary housing displacement to prevent  
7 housed individuals from falling into homelessness.

8           On March 20, 2020, the Governor issued Executive Order  
9 2020-10, which instructed authorities to cease enforcement of  
10 orders for residential evictions.

11           On March 18, 2020, the Illinois Commerce Commission  
12 required all private water, electric, and natural gas utilities  
13 in Illinois to suspend service disconnections, waive  
14 late-payment penalties, and implement temporary flexible  
15 credit and payment procedures to ensure all customers remain  
16 connected to essential utility service.

17           On April 23, 2020, the Governor issued Executive Order  
18 2020-30, which further prohibited persons and entities from  
19 commencing residential eviction actions in most cases and  
20 ceasing the enforcement of eviction orders for most  
21 nonresidential premises.

22           Unpaid rent, late fees, and court costs are currently  
23 accruing against residential and commercial tenants and will be  
24 demanded by landlords after the expiration of the emergency  
25 period.

26           Public health is endangered if tenants will face immediate

1 demand for the entire sum after the emergency period expires,  
2 the courts are clogged with thousands of additional eviction  
3 court filings, tenants leave their homes and enter into  
4 homelessness in order to avoid an eviction filing, resulting in  
5 a chaotic displacement process.

6 Involuntary displacement caused by an eviction interrupts  
7 a child's education, causing the child to have lower school  
8 achievement and delayed literacy skills and be more likely to  
9 be truant, threatens the child's social and emotional security,  
10 and adversely impacts families in the form of stress and  
11 exposure to substandard housing with environmental hazards.

12 The State of Illinois needs to ensure that returning  
13 citizens have fair and equitable access to housing, that  
14 persons who have or who are perceived to have COVID-19 are  
15 protected from housing discrimination, and that renters and  
16 homeowners cannot be discriminated against for relying upon  
17 third-party sources of financial support to pay their rent and  
18 mortgages.

19 The State of Illinois deems it necessary to protect public  
20 health, life, and property during this declared state of  
21 emergency by protecting small business commercial and  
22 residential tenants and homeowners from certain evictions and  
23 foreclosures and other hardships during this public health and  
24 economic crisis.

25 Section 10. Definitions. Unless the context clearly

1 indicates otherwise, as used in this Act:

2 "COVID-19 emergency and economic recovery period" means  
3 the period beginning on March 9, 2020, when the Governor issued  
4 the first disaster proclamation for the State of Illinois to  
5 address the circumstances related to COVID-19, and ending on  
6 the first day of the month following a month in which both the  
7 published statewide unemployment rate is no more than 1.5  
8 percentage points higher than the statewide unemployment rate  
9 for February 2020, and the published statewide unemployment  
10 rate has decreased in 2 of the previous 3 months. However, if a  
11 gubernatorial disaster proclamation issued to address  
12 circumstances related to COVID-19 is still in effect on that  
13 date, the COVID-19 emergency and economic recovery period  
14 expires 45 days after that proclamation expires.

15 "COVID-19 related hardship" means any negative financial,  
16 medical, or other impact on an individual or household because  
17 of COVID-19 and associated governmental orders, including:  
18 diagnosis of the individual or household member with COVID-19  
19 or the advice to self-quarantine by a health care provider;  
20 loss of income, furlough, hour reduction or other interruption  
21 to employment due to workplace, school, and other facility  
22 closures; or increased household, child care, health care, or  
23 other expenses.

24 "Dwelling unit" means a building, structure, or part of a  
25 building or structure or land appurtenant to a building or  
26 structure, a unit or lot of a manufactured home as defined in

1 Section 3 of the Mobile Home Landlord and Tenant Rights Act, or  
2 other residential real estate used or held out for human  
3 habitation, together with all common areas and storage areas  
4 held out for use by the resident.

5 "Eviction" or "to evict" means using any judicial or  
6 nonjudicial means to involuntarily remove a resident from a  
7 dwelling unit or a small business commercial premises,  
8 including, but not limited to:

9 (1) issuing an eviction notice or other notice to  
10 terminate a tenancy;

11 (2) filing, serving, or other otherwise initiating a  
12 judicial eviction action;

13 (3) prosecuting a pending eviction action, other than  
14 as necessary to request a continuance or suspension of the  
15 matter or to comply with an order of the tribunal; or

16 (4) seeking or causing any order for the physical  
17 eviction of a resident to be executed.

18 "Eviction action" means any judicial or administrative  
19 proceeding that seeks recovery of possession of a dwelling unit  
20 or small business commercial premises from a resident.

21 "Eviction order" means any order entered in an eviction  
22 action that directs or authorizes the removal of a resident  
23 from a dwelling unit or a small business commercial premises.

24 "Eviction order" does not include an order entered to remove a  
25 resident who is the perpetrator of violence in order to protect  
26 another resident or tenant from domestic violence, sexual

1 violence, dating violence, or stalking. "Eviction order" does  
2 not include an order restoring a resident to possession of the  
3 dwelling unit entered under subsection (e) of Section 35.

4 "Eviction notice" means any notice directing a resident to  
5 vacate the dwelling unit or small business commercial premises  
6 or otherwise purporting to terminate a tenancy.

7 "Fund" means the Residential Housing Relief Fund created  
8 under Section 15.

9 "IHDA" or "Department" means the Illinois Housing  
10 Development Authority.

11 "Landlord" means an owner of record, agent, lessor,  
12 sublessor, court-appointed receiver or master, mortgagee in  
13 possession, or the successor in interest of any of them of a  
14 dwelling unit or the building of which it is a part and any  
15 person authorized to exercise any aspect of the management of  
16 the premises. "Landlord" includes any person who directly or  
17 indirectly receives rents and has no obligation to deliver the  
18 whole of the receipts to another person. "Landlord" also  
19 includes the owner of a mobile home park.

20 "Material economic hardship" means that a landlord  
21 enduring the hardship would have to limit spending on household  
22 necessities. "Material economic hardship" does not include  
23 reduction in savings, profit margins, discretionary spending,  
24 or nonessential assets. If a landlord is a limited liability  
25 company, the assets and liabilities of the landlord shall be  
26 adjudged with consideration of its individual members, parent



1 companies, umbrella, and series corporations and related  
2 organizations.

3 "Material violation" means, except as provided by federal  
4 law, a substantial violation of a material term of the rental  
5 agreement. "Material violation" does not include a tenant's  
6 failure to pay rent or other amounts due under the rental  
7 agreement or the tenant's failure to surrender possession after  
8 the expiration of the rental agreement.

9 "Moratorium" means the 180-day period beginning on the  
10 effective date of this Act.

11 "Premises" means the dwelling unit and the building or  
12 structure of which it is a part, facilities and appurtenances  
13 therein, and grounds, areas, and facilities held out for the  
14 use of residents.

15 "Rental agreement" means every letting or lease, whether by  
16 written or verbal agreement, of a dwelling unit or small  
17 business commercial premises.

18 "Residential landlord" means an owner of record, agent,  
19 lessor, sublessor, court-appointed receiver or master,  
20 mortgagee in possession, or the successor in interest of any of  
21 them of a dwelling unit or the building of which it is a part,  
22 and any person authorized to exercise any aspect of the  
23 management of the premises. "Residential landlord" includes  
24 any person who directly or indirectly receives rents and has no  
25 obligation to deliver the whole of the receipts to another  
26 person. "Residential landlord" also includes the owner of a

1 mobile home park.

2 "Residential tenant" means a person entitled by written or  
3 verbal agreement, subtenancy approved by the landlord, or by  
4 sufferance to occupy a dwelling unit to the exclusion of  
5 others. "Residential tenant" includes members of a tenant's  
6 household occupying the dwelling unit.

7 "Small business commercial landlord" means an owner of  
8 record, agent, lessor, sublessor, court-appointed receiver or  
9 master, mortgagee in possession, or the successor in interest  
10 of any of them of a small business commercial premises or the  
11 building of which it is a part and any person authorized to  
12 exercise any aspect of the management of the premises. "Small  
13 business commercial landlord" includes any person who directly  
14 or indirectly receives rents and has no obligation to deliver  
15 the whole of the receipts to another person.

16 "Small business commercial premises" means any parcel of  
17 real property that is developed and used either in part or in  
18 whole for commercial purposes by a business that is not a part  
19 of a multinational corporation, has less than 25 employees, and  
20 the average income per employee is \$50,000 or less.

21 "Small business commercial tenant" means a commercial  
22 tenant that is not a part of a multinational corporation, has  
23 less than 25 employees, and the average income per employee is  
24 \$50,000 or less.

25 "Statewide unemployment rate" means the official  
26 seasonally adjusted unemployment rate provided by the U.S.

1 Bureau of Labor Statistics and published monthly by the  
2 Illinois Department of Economic Security.

3 "Tenancy" means the occupation or use of a dwelling unit  
4 under a rental agreement.

5 "Tenant" means a resident or occupant of a dwelling unit.

6 Section 15. Residential rent and mortgage cancellation and  
7 relief.

8 (a) Subject to appropriation in furtherance of subsection  
9 (c), there is hereby declared a cancellation of rental debt  
10 accrued to any residential tenant in this State who has  
11 experienced a COVID-19 related hardship during the moratorium.

12 (a-5) The following prohibitions apply:

13 (1) No residential landlord shall charge a fine or fee  
14 to a residential tenant for nonpayment of rent in  
15 accordance with subsection (a), including late fees and  
16 liquidated or other damages, and the nonpayment of rent  
17 shall not be grounds for the issuance of any eviction  
18 notice or initiation of any eviction action.

19 (2) No residential tenant may be treated by any  
20 individual or entity as accruing any debt because of the  
21 cancellation of rent under subsection (a).

22 (3) No residential tenant may be held liable by any  
23 person or entity for repayment of any amount of rent  
24 canceled under subsection (a).

25 (4) The nonpayment of rent by a residential tenant

1 shall not be reported to a consumer reporting agency or  
2 tenant screening agency, nor shall the nonpayment  
3 adversely affect a residential tenant's credit score.

4 (b) To the extent permitted by federal law, and subject to  
5 appropriation in furtherance of subsection (c), the obligation  
6 of each mortgagor to make mortgage payments of principal and  
7 interest that come due during the moratorium are hereby  
8 canceled to any mortgagor in this State who has experienced a  
9 COVID-19 related hardship during the moratorium.

10 (c) The Illinois Housing Development Authority shall  
11 establish a Residential Housing Relief Fund to provide payments  
12 under this Section to:

13 (1) compensate residential landlords and mortgagees  
14 for certain rental and mortgage amounts cancelled under  
15 subsections (a) and (b);

16 (2) provide assistance to residential tenants who need  
17 to move;

18 (3) provide assistance to mortgagors unable to make  
19 certain mortgage payments after the moratorium expires;  
20 and

21 (4) provide assistance to residential tenants who are  
22 unable to make certain rental payments after the moratorium  
23 expires.

24 (d) IHDA shall allocate funds to local administering  
25 agencies for distribution to residential landlords,  
26 residential tenants, and mortgagors of dwelling units subject

1 to subsections (a) and (b) and further administrative  
2 requirements as set forth by IHDA.

3 (e) IHDA shall develop standards by which to determine the  
4 priority of payments under this Section. The standards shall  
5 prioritize funding eligibility in the following manner:

6 (1) Prioritize residential landlords that demonstrate  
7 that rent cancellation created a material economic  
8 hardship.

9 (2) Prioritize mortgagors who are at risk of  
10 foreclosure, despite the protections in Section 25, due to  
11 a COVID-19 related hardship, as well as mortgagors whose  
12 secured property is in a neighborhood or zip code  
13 experiencing high levels of poverty when compared to the  
14 State as a whole.

15 (3) Prioritize residential tenants at or below 60% of  
16 the median family income for the area of the local  
17 administering agency.

18 (4) Prioritize State or other funds for residential  
19 landlords, mortgagees, or residential tenants not eligible  
20 for federal funds.

21 (f) The Department and local administering agencies may  
22 provide payments under this Section only with respect to  
23 residential landlords who enter into binding agreements with  
24 the Department or local administering agencies to ensure that,  
25 during the period that a residential landlord receives payment  
26 under this Section for occupancy of a dwelling unit, the

1 landlord complies with the requirements of this Section. If a  
2 residential landlord violates any requirement with respect to a  
3 covered rental dwelling unit under any certification or  
4 agreement entered into pursuant to this subsection, the  
5 Department or the local administering agencies shall have the  
6 right to recapture from the residential landlord an amount  
7 equal to the entire amount of assistance provided under this  
8 Section that is attributable to the dwelling unit and deposit  
9 the recaptured amount into the Fund.

10 (f-5) During the COVID-19 emergency and economic recovery  
11 period, a residential landlord receiving relief under this  
12 Section may not report the residential tenant of the dwelling  
13 unit to a debt collector or provide any adverse information  
14 regarding the residential tenant to any credit reporting  
15 agency.

16 (g) The amount of a payment under this Section may not  
17 exceed the aggregate amount of rent for the dwelling unit  
18 suspended pursuant to subsection (a) and attributable only to  
19 days during the moratorium that the dwelling unit was occupied  
20 by a residential tenant otherwise required to pay rent.

21 (h) The amount of payment with respect to a covered  
22 dwelling unit shall be reduced by the amount of payment made to  
23 the landlord from the Residential Housing Relief Fund in  
24 connection to the tenant's use and occupancy.

25 (i) This Section is subject to appropriation.

1 Section 20. Foreclosure moratorium.

2 (a) Notwithstanding any provision of the Illinois Mortgage  
3 Foreclosure Law, beginning on the effective date of this Act  
4 and for the moratorium, unless a shorter time is required by  
5 federal law, a mortgagee, servicer, creditor, or trustee, for  
6 the purposes of foreclosure of residential real estate as  
7 defined by Section 15-1219 of the Code of Civil Procedure, may  
8 not:

9 (1) initiate or continue a foreclosure action;

10 (2) cause notice of a foreclosure to be published;

11 (3) exercise the power of a judicial sale; or

12 (4) pursue an eviction order or execution thereof.

13 (b) All time deadlines related to the foreclosure  
14 proceeding, including the running of any redemption period, is  
15 tolled for the duration of the moratorium.

16 (c) Each judicial circuit shall establish a foreclosure  
17 mediation program consistent with Illinois Supreme Court Rule  
18 99.1, to begin upon the expiration of the moratorium.

19 (d) Notwithstanding any provision of the Condominium  
20 Property Act or any other provision of Illinois law, the board  
21 of managers of a condominium association may not, for the  
22 duration of the COVID-19 emergency and economic recovery  
23 period:

24 (1) impose charges or levy fines against any unit owner  
25 who fails to make any payment of the common expenses when  
26 due;

1           (2) record a lien against the property interest of a  
2           unit owner who fails to make any payment of the common  
3           expenses when due; or

4           (3) evict a homeowner or residential tenant for a  
5           COVID-19 related hardship.

6           Section 25. Homeowner protections.

7           (a) Notwithstanding any provision of the Residential  
8           Mortgage License Act of 1987 or any other provision of State  
9           law, during the COVID-19 emergency and economic recovery  
10          period, each entity that holds mortgage servicing rights,  
11          including entities that service their own loans, to a  
12          residential mortgage loan under the jurisdiction of the  
13          Department of Financial and Professional Regulation shall  
14          develop a forbearance program for borrowers within 45 days of  
15          the effective date of this Act that, at a minimum:

16               (1) grants at least a 180-day forbearance period to  
17               make ongoing installment payments for all applicable  
18               principal, interest, taxes, insurance, and association  
19               fees, renewable for one additional period of 180 days, of  
20               mortgage payments for borrowers;

21               (2) waives any late fee, processing fee, penalties, or  
22               other charges due to failure to make scheduled payments in  
23               connection with forbearance or any other fees accrued  
24               during the pendency of the forbearance period or public  
25               health emergency; and



1           (3) does not report to a credit reporting agency any  
2 delinquency or other derogatory information as a result of  
3 the deferral.

4           The forbearance program shall be provided to borrowers who  
5 request forbearance and affirm that they are experiencing a  
6 COVID-19 related hardship.

7           (b) The mortgage servicer shall establish application  
8 criteria and procedures for borrowers to apply for loss  
9 mitigation options following the termination of the  
10 forbearance program that requires that either:

11           (1) the loan repayment term shall be extended in  
12 monthly increments to match the number of delinquent  
13 payments in order to maintain pre-forbearance payment  
14 levels;

15           (2) the loan shall be modified by capitalizing the  
16 deferred arrearages into the principal balance and  
17 extending the loan repayment term to reach an affordable  
18 payment for the borrower;

19           (3) the forborne principal, interest, and escrow  
20 advances be converted to a non-interest-bearing lien  
21 payable when the property is sold or the loan is paid off;  
22 or

23           (4) forgives the forborne payments in full.

24           (c) In response to a borrower inquiry about forbearance  
25 options and before approving a request for forbearance, the  
26 mortgage servicer shall provide the borrower with a complete

1 and accurate description of the forbearance options and  
2 procedures for requesting forbearance that includes a  
3 description of the post-forbearance options for reinstatement  
4 of the mortgage loan. This written notice shall be provided in  
5 7 days and in English and Spanish and any other language the  
6 servicer regularly uses to communicate with the borrower.

7 (d) The mortgage servicer shall approve each application  
8 for post-forbearance loss mitigation in which a borrower:

9 (1) affirms to the mortgage servicer that they have  
10 suffered a COVID-19 related hardship, including an  
11 existing delinquency or future ability to make payments;  
12 and

13 (2) affirms the ability to pay the forbearance payment  
14 through one of the options in subsection (b).

15 (e) A mortgage servicer who receives a request for  
16 forbearance pursuant to this Section shall retain the request,  
17 whether approved or denied, for at least 3 years after final  
18 payment is made on the mortgage or the mortgage is sold,  
19 whichever occurs first. Upon request, a mortgage servicer shall  
20 make an application for forbearance available to the Secretary  
21 of Financial and Professional Regulation.

22 (f) A mortgage servicer may not require a lump sum payment  
23 of the principal, interest, and escrow amounts from any  
24 borrower making payments under a forbearance payment program  
25 pursuant to subsection (b), subject to investor guidelines,  
26 unless the lump sum payment is due at the end of the loan term

1 or upon the sale, transfer, or refinance of the loan.

2 Only servicers and lenders that can establish to the  
3 satisfaction of the Secretary of Financial and Professional  
4 Regulation that they are contractually barred from providing  
5 the forbearance relief shall be exempted from compliance with  
6 this Section. The servicer shall inform the borrower and the  
7 Secretary of Financial and Professional Regulation of any  
8 exemption claim at the time of the borrower's request for  
9 relief. The servicer shall document the exemption claim with  
10 reference to specific contract provisions applicable to the  
11 loan.

12 (g) A person or business whose request for forbearance is  
13 denied may file a written complaint with the Secretary of  
14 Financial and Professional Regulation. The Secretary of  
15 Financial and Professional Regulation is authorized to  
16 investigate the complaint in accordance with Section 4-6 of the  
17 Residential Mortgage License Act of 1987. Nothing in this  
18 subsection shall limit the borrower's rights with respect to  
19 Section 110.

20 (h) A borrower receiving a mortgage forbearance pursuant to  
21 subsection (b) on a property that has a tenant shall reduce the  
22 rent charged for the property to any tenant during the period  
23 in which there is mortgage forbearance in place in an amount  
24 proportional to the reduced mortgage amount paid by the  
25 borrower to the mortgage servicer. The borrower shall notify  
26 the tenant or tenants in writing of the forbearance, explaining

1 with specificity the rent reduction, within 30 days of approval  
2 of the forbearance.

3 (i) To the extent necessary to conform to this Section, the  
4 exemptions in subsection (d) of Section 1-4 of the Residential  
5 Mortgage License Act of 1987 are waived for the duration of the  
6 COVID-19 emergency and economic recovery period.

7 Section 30. Eviction provisions preempted. For the  
8 duration of the COVID-19 emergency and economic recovery  
9 period, Article IX of the Code of Civil Procedure is preempted  
10 only to the extent that any of its provisions conflict with any  
11 provision of this Act.

12 Section 35. Moratorium on residential and small business  
13 commercial premises eviction; enforcement; expiration.

14 (a) There is hereby declared a moratorium on evictions from  
15 residential and small business commercial premises in this  
16 State that shall remain in effect until the expiration of the  
17 moratorium.

18 (b) Except as provided in subsection (c), during the  
19 moratorium:

20 (1) No person or entity shall evict or attempt to evict  
21 a residential tenant or small business commercial tenant  
22 from a dwelling unit or small business commercial premises.

23 (2) Any eviction notice issued during the moratorium is  
24 invalid and shall not be deemed to have terminated the

1 residential or small business commercial tenancy.

2 (3) No court shall accept any filing, including a  
3 complaint, summons, or motion, other than those authorized  
4 under subsection (c), in an eviction action, or hear or  
5 decide any matter, or enter a judgment in favor of the  
6 plaintiff for eviction, rent, or other remedies that may  
7 have otherwise been permitted by law. Any deadline or  
8 period for action by a party to an eviction action,  
9 including the time to appeal a judgment, is tolled during  
10 the moratorium.

11 (4) No sheriff, local law enforcement officer, or any  
12 other person or entity may serve process or attempt to  
13 serve process for an eviction action. Any process served  
14 during the moratorium is insufficient service of process  
15 and will not confer jurisdiction on the court.

16 (c) This moratorium does not prevent a residential landlord  
17 from taking any legal action to protect other residential  
18 tenants by evicting or otherwise barring from the premises any  
19 person who poses a credible threat of violence to other  
20 residential tenants at the premises.

21 (d) This Act shall not be interpreted as restricting or  
22 eliminating a residential tenant's ability to file and a  
23 court's ability to hold a hearing and issue a ruling on a  
24 motion to seal under Section 60.

25 (e) Any residential or small business commercial tenant  
26 dispossessed of a dwelling unit or small business commercial

1 premises in violation of subsection (b) may bring an action in  
2 a court of competent jurisdiction to regain possession of the  
3 dwelling unit or small business commercial premises. Such a  
4 claim shall constitute an emergency and shall be scheduled by  
5 the court for a hearing as soon as practicable.

6 (f) Nothing in this Section prohibits:

7 (1) a residential or small business commercial tenant  
8 from terminating a rental agreement in a manner otherwise  
9 prescribed by contract or law; or

10 (2) the termination of a residential or small business  
11 commercial tenancy by mutual agreement.

12 Section 40. Post-moratorium residential eviction actions  
13 and process.

14 (a) After the expiration of the moratorium, a residential  
15 landlord may only seek possession of a dwelling unit for just  
16 cause and pursuant to advance written notice stating the cause  
17 and terminating the rental agreement, as provided in Section  
18 45. A residential landlord shall have just cause to seek  
19 possession if:

20 (1) Rent that accrued after the expiration of the  
21 moratorium is delinquent and the residential tenant fails  
22 to pay the delinquent rent within 30 days of service of a  
23 written notice under subsection (b) of Section 45. If the  
24 rent, together with the filing fees and fees for service of  
25 process, is paid before enforcement of the eviction order,

1           then the residential landlord, within 7 days of payment,  
2           shall file a motion with the court to vacate the eviction  
3           order and to dismiss the court case.

4           (2) The residential landlord and residential tenant  
5           have entered into an equitable and reasonable payment plan  
6           and the residential tenant has failed to comply with the  
7           terms of the payment plan within 14 days of written notice  
8           under subsection (c) of Section 45. If the rent, together  
9           with the filing fees and fees for service of process, is  
10          paid before enforcement of the eviction order, then the  
11          residential landlord, within 7 days of payment, shall file  
12          a motion with the court to vacate the eviction order and to  
13          dismiss the court case.

14          (3) The residential tenant commits a material  
15          violation of the rental agreement and fails to cure the  
16          violation within 30 days of service of a written notice  
17          under subsection (d) of Section 45, or the residential  
18          tenant has notified the residential landlord that the  
19          violation is related to a COVID-19 related hardship but  
20          fails to cure the violation within 60 days of the service  
21          of the notice.

22          (b) No residential landlord shall issue an eviction notice  
23          based on nonpayment of rent for the tenant's use and occupancy  
24          of the dwelling unit that accrued during the moratorium, nor  
25          may a residential landlord commence or maintain any eviction  
26          action based on the nonpayment. Nothing in this Section

1 prohibits a residential landlord from bringing a claim for  
2 rental debt for the tenant's use and occupancy of the dwelling  
3 unit that accrues after the expiration of the moratorium, in  
4 the manner described in Illinois Supreme Court Rules 281  
5 through 289.

6 (c) A residential landlord may not commence an eviction  
7 action until the requirements of this Section have been  
8 satisfied. Any action commenced without first satisfying the  
9 requirements shall be dismissed, and the court file pertaining  
10 to the action shall be ordered sealed by the court.

11 (d) A residential landlord shall notify a residential  
12 tenant of the tenant's rights and obligations under this Act  
13 not less than 60 days before termination of the residential  
14 tenant's rental agreement, and not on a date before the  
15 expiration of the moratorium. Such notice:

16 (1) Shall be in writing, headed in boldface 14-point  
17 type, in the language the residential landlord commonly  
18 uses to communicate with the residential tenant, titled  
19 "Important Notice for Tenants", shall include the date the  
20 notice was served, and shall state the following in  
21 14-point type:

22 "This is not a notice to vacate the rental unit. Your  
23 landlord cannot terminate your rental agreement or ask you  
24 to leave until at least 60 days after [insert date of  
25 service].

26 Your landlord cannot evict you or ask you to leave



1 your rental unit without just cause. Just cause means  
2 failing to make rental payments or violating your lease.  
3 Before your landlord can evict you, you must be given a new  
4 notice that explains why you are being asked to leave and  
5 that gives you a chance to stay in your housing.

6 Your landlord cannot evict you, tell you to leave, or  
7 refuse to renew your tenancy based on any nonpayment of  
8 rent during the [insert effective dates of the moratorium].

9 You have rights as a tenant if you are facing  
10 financial difficulty from a COVID-19 related hardship or  
11 were otherwise impacted by the government stay-at-home  
12 order, including income lost due to workplace closures and  
13 increased household expenses, such as child care and health  
14 care expenses, as well as other reasonable expenditures.

15 Your landlord has the obligation to seek rent  
16 forgiveness from the Residential Housing Relief Fund for  
17 any rent due during the period of [insert effective dates  
18 of the moratorium] that you were unable to pay due to  
19 COVID-19. Your landlord must provide you with a copy of  
20 this paperwork when submitting an application related to  
21 your tenancy to the Residential Housing Relief Fund.

22 You have a right to ask for a fair and reasonable  
23 payment plan. If you continue to face financial  
24 difficulties due to COVID-19 or if you owe rent from before  
25 [insert date the moratorium started], you may have the  
26 right to repay any rent you owed through a repayment plan

1 in order to preserve your tenancy.

2 You should seek free legal help. You may wish to  
3 contact a lawyer at your local legal aid or housing  
4 counseling agency to discuss any rights you may have under  
5 the COVID-19 Emergency and Economic Recovery Renter and  
6 Homeowner Protection Act."

7 (2) Shall be served, in accordance with subsection (e)  
8 of Section 45, at least 60 days before the date of the  
9 service of any eviction notice to a residential tenant or  
10 occupant.

11 (e) A residential landlord shall provide the tenant with a  
12 written or electronic statement showing all debits and credits  
13 over the COVID-19 emergency and economic recovery period or the  
14 past 12 months, whichever is longer, that clearly identifies  
15 the amount of rent cancelled under Section 15 and the amount of  
16 the tenant's rent deficiency that the tenant must pay in order  
17 to preserve the tenancy:

18 (1) within 10 days of receiving a request for such a  
19 written statement from a residential tenant; or

20 (2) when the residential landlord serves the tenant  
21 with an eviction notice as required under subsections (b)  
22 and (c) of Section 45.

23 (f) Upon the receipt of an oral or written request for a  
24 repayment plan or to terminate the rental agreement from a  
25 residential tenant experiencing a COVID-19 related hardship or  
26 notification from the tenant that he or she is experiencing a

1 COVID-19 related hardship, a residential landlord shall  
2 deliver a written offer to the tenant of the election to  
3 either:

4 (1) terminate the rental agreement and deliver  
5 possession of the rental unit within 60 days of delivery of  
6 the residential landlord's written offer; or

7 (2) enter into and participate in an equitable and  
8 reasonable payment plan, as defined in subsection (g).

9 (g) An agreement is presumptively an equitable and  
10 reasonable payment rent plan if:

11 (1) the residential tenant demonstrates that a  
12 COVID-19 related hardship existed during all or some of the  
13 time during which the rent went unpaid;

14 (2) only the agreed rental amount due to the  
15 residential tenant's use and occupancy for the covered  
16 months shall be due; costs, including late fees, shall not  
17 be permitted, nor shall rental increases that occurred  
18 during the COVID-19 Emergency Economic Recovery Period be  
19 assessed;

20 (3) the residential tenant is entitled to no less than  
21 12 months to pay the back rent;

22 (4) the rent is due at the most convenient time for the  
23 residential tenant, with regard to the residential  
24 tenant's expenditure and income schedule;

25 (5) the residential tenant does not waive any right or  
26 claim guaranteed by federal, State, or local law;

1           (6) the residential tenant is permitted at least 14  
2           days to cure any default after notice of overdue rent is  
3           given; and

4           (7) the total rental debt accrued each month that the  
5           residential tenant experienced a COVID-19 related hardship  
6           is reduced by up to 50%, such that the residential tenant's  
7           total monthly rental obligation under the payment plan, and  
8           including the rent due prospectively, is no greater than  
9           one-third of the residential tenant's household income.

10          (h) If the residential tenant fails to make an election  
11          pursuant to subsection (f) within 30 days of service of the  
12          written offer or makes an election to terminate his or her  
13          rental agreement but fails to deliver possession of the  
14          dwelling unit within 60 days of the residential landlord's  
15          written offer, the residential landlord may proceed to  
16          terminate the residential tenant's rental agreement, but only  
17          if the residential landlord has complied with this Section, and  
18          there is just cause to terminate the rental agreement.

19          (i) If the residential landlord has complied with this  
20          Section, a residential landlord may only terminate a rental  
21          agreement for just cause by serving a new eviction notice under  
22          Section 45.

23          Section 45. Notice and service of notice requirements for  
24          residential tenants.

25          (a) An eviction notice, including a notice to terminate a

1 rental agreement, shall:

2 (1) be served, as described in subsection (e), to the  
3 residential tenant;

4 (2) state the date on which the notice was served;

5 (3) describe the dwelling unit with reasonable  
6 specificity;

7 (4) include the name of the residential landlord or the  
8 authorized agent, along with his or her phone number,  
9 address, and email address;

10 (5) be signed by an authorized agent;

11 (6) state that the residential tenant may have rights  
12 and defenses if impacted by the COVID-19 related hardship;  
13 and

14 (7) state that the residential tenant should seek help  
15 from a lawyer, especially from a local legal aid  
16 organization that provides free legal services.

17 (b) If a residential landlord terminates a rental agreement  
18 under paragraph (1) of subsection (a) of Section 40, the notice  
19 shall:

20 (1) specify the amount of rent due and each pay period  
21 for which rent is demanded;

22 (2) append a current accounting statement as required  
23 by subsection (e) of Section 40;

24 (3) state that the rental agreement will terminate on a  
25 designated date not less than 30 days after service of the  
26 notice;

1           (4) state that the rental agreement will not be  
2 terminated if the residential tenant pays the amount  
3 demanded in the notice by a designated date no less than 30  
4 days after service of the notice;

5           (5) notify the residential tenant that he or she may  
6 request an equitable and reasonable payment plan from the  
7 residential landlord if impacted by a COVID-19 related  
8 hardship; and

9           (6) state that the residential tenant may reinstate the  
10 rental agreement and cause the eviction action to be  
11 dismissed if, before enforcement of the eviction order, the  
12 residential tenant pays all rents due and any court filing  
13 fees the residential landlord has incurred as of the date  
14 the payment is made.

15           (c) If a residential landlord terminates a rental agreement  
16 under paragraph (2) of subsection (a) of Section 40, the notice  
17 shall:

18           (1) specify the amount of rent due and each pay period  
19 for which rent is demanded;

20           (2) append a current accounting statement as required  
21 by subsection (e) of Section 40;

22           (3) append the equitable and reasonable payment plan,  
23 as defined by subsection (g) of Section 40;

24           (4) state that the rental agreement will terminate on a  
25 designated date not less than 14 days after service of the  
26 notice;

1           (5) state that the rental agreement will not be  
2 terminated if the residential tenant pays the amount  
3 demanded in the notice by a designated date no less than 14  
4 days after service of the notice; and

5           (6) state that the residential tenant may reinstate the  
6 rental agreement and cause the eviction action to be  
7 dismissed if, before enforcement of the eviction order, the  
8 residential tenant pays all rents due and any court filing  
9 fees the landlord has incurred as of the date the payment  
10 is made.

11           (d) If a residential landlord terminates a rental agreement  
12 under paragraph (3) of subsection (a) of Section 40, the notice  
13 shall:

14           (1) specify the acts and omissions constituting a  
15 material violation of the terms of the rental agreement;

16           (2) state that the lease or tenancy will terminate on a  
17 designated date not less than 30 days after service of the  
18 notice;

19           (3) state that the material violation may be cured by a  
20 designated date not less than 30 days after service of the  
21 notice;

22           (4) state that if the violation of the rental agreement  
23 is, directly or indirectly, a result of a COVID-19 related  
24 hardship and the residential landlord is provided  
25 notification of such, the violation may be cured by a  
26 designated date not less than 60 days after service of the

1 notice.

2 (e) The notices required under this Act shall be served by:

3 (1) delivering a copy of the notice to the residential  
4 tenant;

5 (2) leaving a copy of the notice with some person of  
6 the age of 13 years or older who resides in the residential  
7 tenant's dwelling unit; or

8 (3) sending a copy of the notice by certified mail or  
9 first-class mail, return receipt requested, to each  
10 residential tenant or occupant and addressed to each known  
11 residential tenant.

12 Section 50. Equitable and reasonable payment plan for  
13 residential evictions.

14 (a) In any eviction action in which the residential  
15 landlord is seeking possession on the basis of nonpayment under  
16 paragraph (1) of subsection (a) of Section 40 or noncompliance  
17 with an equitable and reasonable payment plan under paragraph  
18 (2) of subsection (a) of Section 40, the court shall determine  
19 whether the parties, before the filing of the action entered  
20 into an equitable and reasonable payment plan, as defined by  
21 subsection (g) of Section 40.

22 (1) If an equitable and reasonable payment plan was entered  
23 into but the plan does not comply with the requirements of  
24 subsection (g) of Section 40, the court shall either modify the  
25 plan to comply with the requirements or dismiss the eviction



1 action with prejudice.

2 (2) If an equitable and reasonable payment plan was entered  
3 into and the plan complies with the requirements of subsection  
4 (g) of Section 40, then the court shall continue the case for 2  
5 weeks.

6 (3) If an equitable and reasonable payment plan was not  
7 entered into, the court shall refer the parties to mediation or  
8 otherwise assist the parties in creating a plan. However, the  
9 court shall first review the history of negotiations and  
10 communications between the parties regarding the terms of a  
11 payment plan. If the court finds that the landlord acted in bad  
12 faith in attempting to reach an agreed equitable and reasonable  
13 payment plan, or acted recklessly with regard to informing the  
14 tenant of the tenant's rights to a payment plan in conformance  
15 with subsection (g) of Section 40, then the action shall be  
16 dismissed with prejudice.

17 (b) The landlord shall have the burden of proving the  
18 tenant's noncompliance with an equitable and reasonable  
19 payment plan by clear and convincing evidence, and the tenant  
20 shall have an opportunity to present a defense.

21 Section 55. Pleadings for residential evictions.

22 (a) An eviction complaint seeking possession of a dwelling  
23 unit shall state at least the following:

24 (1) that the plaintiff or plaintiffs are entitled to  
25 the possession of the premises (describing the premises

1 with reasonable certainty);

2 (2) that the defendant (naming the defendant) is  
3 unlawfully withholding the possession thereof from the  
4 plaintiff or plaintiffs;

5 (3) the capacity in which the plaintiff brings the  
6 eviction action (indicate whether the plaintiff is the  
7 legal holder of the title, an agent, the trustee under a  
8 trust deed or otherwise, as appropriate);

9 (4) facts supporting any claim that the defendant is  
10 unlawfully withholding possession, including the basis for  
11 the landlord's demand for possession;

12 (5) proof of service of the notice required under  
13 subsection (d) of Section 40 (here indicate how the notice  
14 was served, who served the notice, and the date and time of  
15 service, if not already apparent from the notice attached  
16 in accordance with paragraph (2) of subsection (d));

17 (6) information about any offer to the tenant in  
18 accordance with Section 40 to enter into an equitable and  
19 reasonable payment plan, if offered; and

20 (7) proof of service of any eviction notice (here  
21 indicate how the notice was served, who served the notice,  
22 and the date and time of service, if not if not already  
23 apparent from the notice attached in accordance with  
24 paragraph (3) of subsection (d)).

25 (b) If the eviction complaint is based on the nonpayment of  
26 rent pursuant to a notice under subsection (b) or (c) of

1 Section 45, the complaint shall also state:

2 (1) the frequency with which the rent is to be paid;

3 (2) the due date for each payment;

4 (3) the amount of rent due on each date;

5 (4) that nonpayment of late fees or charges is not in  
6 whole or in part the basis of the plaintiff's eviction  
7 action, and no late fees or charges were included in the  
8 rent demand on the eviction notice served pursuant to  
9 paragraphs (1) and (2) of subsection (a) of Section 40;

10 (5) the total amount of rents, late fees, and other  
11 fees, charges, or damages permitted by law that are due on  
12 the date of filing; and

13 (6) if the residential tenant requested a payment plan  
14 or rental agreement termination under Section 40, the date  
15 of that request, the date of the offer by the residential  
16 landlord, and whether the residential tenant responded.

17 (c) If the residential landlord's claim for possession is  
18 based on other reasons permitted by law other than the  
19 nonpayment of rent, the complaint shall also state the reason  
20 for the termination of the tenancy with specific facts,  
21 including the date, place, and circumstances of the reason for  
22 termination with enough specificity to provide the residential  
23 tenant with an opportunity to prepare a defense.

24 (d) In addition to the requirements set forth in  
25 subsections (a) through (c), the complaint in an eviction  
26 action shall attach:

1           (1) An affidavit, verified by the plaintiff or the  
2 plaintiff's attorney, that states whether the dwelling  
3 unit that plaintiff seeks possession of is a "covered  
4 dwelling" within the meaning of Section 4024(a)(1) of the  
5 Coronavirus Aid, Relief, and Economic Security Act (Pub. L.  
6 116-136) and whether the premises of which the dwelling  
7 unit is a part of is a "covered property" within the  
8 meaning of Section 4024(a)(2) of the Coronavirus Aid,  
9 Relief, and Economic Security Act.

10           (2) A true and accurate copy of any notices served  
11 pursuant to subsection (d) of Section 40, if any.

12           (3) A true and accurate copy of any eviction notice  
13 served, if any.

14           (4) A true and accurate copy of the written rental  
15 agreement, or if none, an affidavit, verified by the  
16 plaintiff, of the nature of the tenancy and its general  
17 terms.

18           (5) If the residential landlord received a forbearance  
19 for the dwelling unit or the property or premises in which  
20 the dwelling unit is part of pursuant to Section 25, a true  
21 and accurate copy of any notice confirming the forbearance  
22 from the servicer or lender, or if no notice is received,  
23 an affidavit certifying confirmation of the forbearance  
24 and the terms therefor.

25           (e) Except as provided in subsection (f) and (g), the rules  
26 of pleading and practice in other civil cases shall apply to

1 eviction actions, including the requirement to make  
2 substantial allegations of fact necessary to state a cause of  
3 action.

4 (f) The defendant may under a general denial of the  
5 allegations of the complaint offer in evidence any matter in  
6 defense of the action.

7 (g) A claim for rent may not be joined to the complaint,  
8 nor may a separate action for rent be consolidated and no  
9 judgment for rent may be entered in an eviction action.

10 Section 60. Residential eviction case sealing.

11 (a) The court file shall be sealed upon the commencement of  
12 any residential eviction action during the COVID-19 emergency  
13 and economic recovery period. If a residential eviction action  
14 commenced during the COVID-19 emergency and economic recovery  
15 period is pending on the effective date of this Act and is not  
16 sealed, the court shall, upon the motion of either party or its  
17 own motion, order the sealing of the court file.

18 (b) The court may, upon the motion of the either party or  
19 its own motion, order the sealing of any court file in a  
20 residential eviction action commenced before the COVID-19  
21 emergency and economic recovery period, if the court finds:

22 (1) the residential tenant has established an  
23 affirmative defense to the eviction action, including, but  
24 not limited to, a defense under Section 65 or 90;

25 (2) the defendant has experienced a COVID-19 related

1 hardship; or

2 (3) the interests of justice in sealing the court file  
3 outweigh the public interest in maintaining a public  
4 record.

5 (c) Upon motion and order of the court, a sealed court file  
6 may be made available for scholarly, educational,  
7 journalistic, or governmental purposes only, balancing the  
8 interests of the parties and the public in nondisclosure with  
9 the interests of the requesting party. Identifying information  
10 of the parties shall remain sealed, unless the court determines  
11 that release of the information is necessary to fulfill the  
12 purpose of the request. Nothing in this subsection shall permit  
13 the release of a sealed court file or the information contained  
14 therein for a commercial purpose.

15 Section 65. Affirmative defenses to residential evictions.  
16 It is an affirmative defense to an eviction if the court finds  
17 that:

18 (1) the residential landlord's demand for possession  
19 is based in whole or in part upon violations of the  
20 Illinois Human Rights Act;

21 (2) the residential landlord's demand for possession  
22 is based upon rent or utilities being owed during the term  
23 of the COVID-19 emergency and economic recovery period and  
24 the residential tenant has experienced a COVID-19 related  
25 hardship;

1           (3) the residential landlord's demand for possession  
2           is based on rent nonpayment under paragraph(1) or (2) of  
3           subsection (a) of Section 40, and the residential tenant  
4           attempted to pay the full rent due at any point before the  
5           entry of an eviction order;

6           (4) the residential landlord's demand for possession  
7           is based in whole or in part on a refusal to accept rent or  
8           rental assistance on behalf of the residential tenant from  
9           any third-party source;

10          (5) the residential landlord received a mortgage  
11          forbearance in accordance with Section 25, and the  
12          residential landlord did not reduce the residential  
13          tenant's rent in accordance therewith;

14          (6) the residential landlord's demand for possession  
15          is based in whole or in part on the presence of an  
16          unauthorized guest or occupant in violation of the lease  
17          during the term of the COVID-19 emergency and economic  
18          recovery period and the unauthorized guest or occupant is  
19          present as a result of COVID-19 related hardship or a  
20          shelter in place or other public health emergency order; or

21          (7) the residential landlord has engaged in an act or  
22          actions in violation of Section 70, 75, 80, or 85.

23          Section 70. Prohibited fees, charges, and rent increases.

24          (a) During the moratorium, a residential landlord shall not  
25          increase rent or provide notice of a rent increase under

1 Section 75.

2 (b) A residential landlord shall not charge, impose, or  
3 collect any late fees, penalties, or other charges to a  
4 residential tenant for any purpose, including as a result of  
5 any late or unpaid rent, utility charges, or any other costs  
6 associated with the use and occupancy of the dwelling unit that  
7 accrued before the expiration of the moratorium, including the  
8 residential landlord's attorneys' fees.

9 Section 75. Limitation on rent increase and recovery.

10 (a) From the date on which the moratorium expires through  
11 the expiration of this Act, a residential landlord shall not,  
12 during the course of any consecutive 12-month period, increase  
13 a residential tenant's rent unless the landlord provides the  
14 tenant with:

15 (1) 30 days' written notice before the effective date  
16 of the change for any increase by less than 5%;

17 (2) 60 days' written notice before the effective date  
18 of the change for any increase by 5% or more, but less than  
19 10%;

20 (3) 90 days' written notice before the effective date  
21 of the change for any increase by 10% or more, but less  
22 than 15%; or

23 (4) 120 days' written notice before the effective date  
24 of the change for any increase by 15% or more.

25 (b) During the COVID-19 emergency and economic recovery



1 period, a residential landlord shall not seek or be awarded  
2 relief or damages pursuant to Section 9-202 or 9-203 of the  
3 Code of Civil Procedure.

4 Section 80. Retaliation prohibited. During the COVID-19  
5 emergency and economic recovery period, a residential landlord  
6 shall not terminate or refuse to renew a rental agreement,  
7 increase rent, decrease services, or bring or threaten to bring  
8 an eviction action because:

9 (1) The residential tenant has in good faith complained  
10 to the residential landlord, a governmental agency,  
11 community organization, or the media about:

12 (A) housing, building, or health code violations  
13 at the premises;

14 (B) violations of this Act by the residential  
15 landlord; or

16 (C) a failure by the residential landlord to  
17 comply with any gubernatorial disaster proclamation  
18 that impacts the health, safety, or right to quiet  
19 enjoyment of the residential tenant.

20 (2) The residential tenant has organized or become a  
21 member of a tenants' union or similar organization.

22 (3) The residential tenant has performed or expressed  
23 the intent to perform any other act for the purpose of  
24 asserting, protecting, or invoking the protection of any  
25 right secured to tenants under any federal, State, or local

1 law.

2 Section 85. Lockout prohibited.

3 (a) A residential landlord may not directly or indirectly  
4 cause or threaten:

5 (1) The termination or interruption of any utility  
6 service furnished to a dwelling unit, including water,  
7 heat, light, electricity, gas, elevator, Internet, or  
8 garbage collection services, regardless of whether the  
9 utility service is under the control of, or payment is made  
10 by, the residential landlord.

11 (2) The residential tenant to be without reasonable  
12 access to the dwelling unit, including, without  
13 limitation, by changing the locks, obstructing a door, or  
14 using a boot lock or similar device.

15 (3) The removal of any outside door, lock, roof, wall,  
16 or window of the dwelling unit.

17 (4) The removal of any of the residential tenant's  
18 personal property from the dwelling unit.

19 (b) A residential landlord shall have an affirmative  
20 defense to a claim brought under this Section if the  
21 residential landlord shows, by a preponderance of the evidence,  
22 that:

23 (1) the landlord acted in compliance with local, State,  
24 and federal laws pertaining to eviction; and

25 (2) the sheriff of the county where the property is

1 located was used to enforce an eviction order entered in a  
2 judicial eviction action.

3 Section 90. Compliance deadlines for residential  
4 evictions.

5 (a) For eviction actions wherein parties have compliance  
6 deadlines during the COVID-19 emergency and economic recovery  
7 period, it is an affirmative defense to a claim of  
8 noncompliance if the court finds that one or more of the  
9 following affected the residential tenant's ability to comply:

10 (1) The residential tenant experienced a COVID-19  
11 related hardship; is over the age of 55; or is part of a  
12 group deemed to be at higher risk for severe illness from  
13 COVID-19.

14 (2) An executive order, shelter in place, or public  
15 health emergency order restricting the movement of  
16 persons, issued to slow the transmission of COVID-19,  
17 prevented the residential tenant from meeting a compliance  
18 deadline.

19 (b) When asserting one or more of the affirmative defenses  
20 defined in subsection (a), any one of the following types of  
21 evidence may be provided, at the residential tenant's election:  
22 medical, employment, or other records showing the residential  
23 tenant's COVID-19 related hardship; records showing that the  
24 residential tenant is at a higher risk of severe illness from  
25 COVID-19; or any other records or statements, oral or written,

1 supporting the affirmative defense.

2 (c) The residential tenant has the burden of proving an  
3 affirmative defense under this Section by preponderance of the  
4 evidence. Upon finding that the residential tenant has met this  
5 burden:

6 (1) the court may reasonably extend any compliance  
7 deadline; or

8 (2) the court may stay the enforcement of an eviction  
9 order entered as a result of noncompliance for a period of  
10 60 days, or any later date deemed reasonable by the court.

11 (d) If the residential tenant cures an alleged default, the  
12 residential tenant, within the period of stay, may file a  
13 motion to vacate the judgment in the court in which the  
14 judgment was entered, and if the court, upon the hearing of a  
15 motion, finds that the default has been cured, the court shall  
16 vacate the judgment and the court file shall be sealed under  
17 Section 60.

18 Section 95. Continuance to seek legal representation.

19 (a) In any eviction action, it is sufficient cause for a  
20 continuance under Section 2-1007 of the Code of Civil Procedure  
21 that a party requests a continuance to seek legal  
22 representation, or if the party does not state a basis for his  
23 or her request for a continuance, the court shall make an  
24 inquiry into the reasoning therefor. The court, in its  
25 discretion under Section 2-1007 of the Code of Civil Procedure,

1 may grant a continuance for 2 weeks or for a longer period as  
2 the court determines is just.

3 (b) If a tenant's request for a continuance is denied, the  
4 tenant may renew the motion before another judge, substituted  
5 under Section 2-1001 of the Code of Civil Procedure or  
6 otherwise assigned, without leave of court and at any time  
7 before trial. A judicial ruling on a request for a continuance  
8 does not constitute a decision of a substantial issue in the  
9 case under Section 2-1001 of the Code of Civil Procedure.

10 Section 100. Fair housing protections.

11 (a) As used in this Section:

12 "COVID-19 disability" means any person who is diagnosed  
13 with COVID-19, the illness caused by the SARS-CoV-2 virus,  
14 expresses symptoms similar to those caused by COVID-19, is  
15 regarded as having COVID-19, or who has been exposed to another  
16 person diagnosed with COVID-19.

17 "Criminal record" means the record of an arrest, charge,  
18 citation, or conviction; record of participation in a diversion  
19 or deferral of judgment program; record of participation in  
20 supervised release; juvenile record; or criminal history  
21 record information ordered sealed, expunged, or impounded  
22 under Section 5.2 of the Criminal Identification Act. For  
23 purposes of this definition:

24 (1) "Conviction" means a judgment of liability entered  
25 upon a plea, verdict, or finding of guilt for an offense,

1 rendered by a legally constituted jury, court or  
2 administrative authority of competent jurisdiction.

3 (2) "Offense" means a violation of any penal statute,  
4 ordinance, law, or code of any jurisdiction.

5 (3) The "unlawful activity" exemption for arrest  
6 records in Section 3.102-5 of the Human Rights Act shall  
7 apply to criminal records.

8 "Occupation" means any lawful vocation, trade, profession,  
9 or field of specialization.

10 "Source of income" means any lawful, verifiable, source of  
11 income or housing assistance paid by the occupant or on the  
12 occupant's behalf, including, but not limited to, federal,  
13 state or local assistance, including medical assistance,  
14 tenant-based federal, state or local subsidies, rental  
15 assistance, rent supplements, and housing choice vouchers.

16 (b) It is a civil rights violation under the Illinois Human  
17 Rights Act for an owner or any other person engaged in a real  
18 estate transaction to engage in any activities prohibited by  
19 Article 3 of the Illinois Human Rights Act on the basis of a  
20 COVID-19 disability, criminal record, occupation, or source of  
21 income.

22 (c) Notwithstanding subsection (k) of Section 3-102.1 of  
23 the Illinois Human Rights Act, a dwelling may not be denied to  
24 an individual, and a housing-related privilege or service may  
25 not be diminished, if the tenancy or the provision of the  
26 privilege or service would cause a direct threat to the health

1 or safety of others, unless the landlord has undertaken a  
2 reasonable effort to make a reasonable accommodation in rules,  
3 policies, practices, or services to ameliorate the direct  
4 threat.

5 (d) Nothing in this Section shall be construed to deny or  
6 otherwise limit any other protection or remedy available under  
7 the Illinois Human Rights Act.

8 Section 105. Waiver prohibited. Any waiver of a right under  
9 this Act by a tenant is void as a matter of public policy.

10 Section 110. Individual relief.

11 (a) Except under Section 90, an injured party may file an  
12 action in a court of competent jurisdiction against a person  
13 who violates this Act for any violations of this Act that  
14 occurred during the COVID-19 emergency and economic recovery  
15 period. If the alleged injury occurred under a Section of this  
16 Act that expires at the end of the moratorium period, this  
17 Section does not prohibit the party from filing the action  
18 after the moratorium period expires, subject to any applicable  
19 statute of limitations.

20 (b) An injured party may recover \$1,000, or the actual and  
21 consequential damages resulting from the injury, whichever is  
22 greater, for each violation of this Act, as well as costs and  
23 reasonable attorney's fees.

24 (c) If the violation is under Section 70, 80, or 85, the

1 injured party may recover \$2,000, or twice the actual and  
2 consequential damages resulting from the injury, whichever is  
3 greater, for each violation, as well as costs and reasonable  
4 attorney's fees. If the injured party is over the age of 55,  
5 has a disability as defined under the Illinois Human Rights  
6 Act, or is suffering or caring for a household member suffering  
7 from a life-threatening illness, as verified by a third-party  
8 physician, then the damages shall be \$3,000, or 3 times the  
9 actual and consequential damages.

10 (d) The injured party may recover these damages by an  
11 action at law or by a counterclaim in an eviction or any other  
12 action brought against the injured party.

13 (e) In addition to damages, an injured party may seek  
14 permanent or preliminary injunctive relief, or any other  
15 appropriate legal remedy, to remedy a violation of this Act.

16 Section 115. Enforcement by Attorney General or State's  
17 Attorney.

18 (a) Whenever the Attorney General or a State's Attorney has  
19 reason to believe that any person is in violation of this Act,  
20 and that proceedings would be in the public interest, he or she  
21 may bring an action in the name of the People of the State  
22 against the person by seeking a permanent or preliminary  
23 injunction to restrain the violation.

24 (b) The Court, in its discretion, may exercise all powers  
25 necessary, including, but not limited to: injunction;



1 revocation, forfeiture or suspension of any license, charter,  
2 franchise, certificate or other evidence of authority of any  
3 person to do business in this State; appointment of a receiver;  
4 dissolution of domestic corporations or associations;  
5 suspension or terminations of the right of foreign corporations  
6 to do business in this State; and restitution.

7 (c) In addition to any relief provided under subsections  
8 (a) and (b), the Attorney General or State's Attorney may  
9 request, and the Court may impose, a civil penalty in a sum not  
10 to exceed \$50,000 against any person found by the court to have  
11 engaged in any violation of this Act.

12 Section 120. Sovereign immunity. Sovereign immunity is  
13 waived with respect to any violation of this Act committed by a  
14 public official or agency, including any public housing  
15 authority.

16 Section 125. Conflict with federal law. Nothing with  
17 respect to this Act conflicts with or is intended to conflict  
18 with federal law.

19 Section 130. Repeal. This Act is repealed at the end of the  
20 COVID-19 emergency and recovery period defined in Section 10.

21 Section 999. Effective date. This Act takes effect upon  
22 becoming law."