

SB3626



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

SB3626

Introduced 2/14/2020, by Sen. Rachelle Crowe

SYNOPSIS AS INTRODUCED:

815 ILCS 515/3

from Ch. 121 1/2, par. 1603

Amends the Home Repair Fraud Act. Provides that a person commits home repair fraud when he or she promises a performance that he or she knows will not be completed at any time during the performance of the service.

LRB101 20366 JLS 69912 b

A BILL FOR

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Home Repair Fraud Act is amended by changing
5 Section 3 as follows:

6 (815 ILCS 515/3) (from Ch. 121 1/2, par. 1603)

7 Sec. 3. Home Repair Fraud.

8 (a) A person commits the offense of home repair fraud when
9 he knowingly enters into an agreement or contract, written or
10 oral, with a person for home repair, and he knowingly:

11 (1) Misrepresents a material fact relating to the terms
12 of the contract or agreement or the preexisting or existing
13 condition of any portion of the property involved, or
14 creates or confirms another's impression which is false and
15 which he does not believe to be true, or promises
16 performance which he does not intend to perform or knows
17 will not be performed or completed at any time during the
18 performance of the service; or

19 (2) uses or employs any deception, false pretense or
20 false promises in order to induce, encourage or solicit
21 such person to enter into any contract or agreement; or

22 (3) enters into an unconscionable agreement or
23 contract requiring payment to the contractor of at least

1 \$4,000. A contract is unconscionable within the meaning of
2 this Act when an unreasonable difference exists between the
3 value of the services, materials and work to be performed
4 and the amount charged for those services, materials and
5 work. For purposes of this Section, prima facie evidence
6 shall exist that the contract or agreement is
7 unconscionable if the total payment called for by the
8 contract or agreement is in excess of four times the fair
9 market value for those services, materials and work; or

10 (4) fails to comply with the provisions of "An Act in
11 relation to the use of an assumed name in the conduct or
12 transaction of business in this State", approved July 17,
13 1941, as amended, and misrepresents or conceals either his
14 real name, the name of his business, or his business
15 address.

16 (b) A person commits the offense of home repair fraud when
17 he knowingly:

18 (1) damages the property of a person with the intent to
19 enter into an agreement or contract for home repair; or

20 (2) misrepresents himself or another to be an employee
21 or agent of any unit of the federal, State or municipal
22 government or any other governmental unit, or an employee
23 or agent of any public utility, with the intent to cause a
24 person to enter into, with himself or another, any contract
25 or agreement for home repair.

26 (c) For purposes of subsection (a), paragraph (1), it shall

1 be a rebuttable presumption of intent or knowledge that a
2 person promises performance which he does not intend to perform
3 and knows will not be performed when, after no performance or
4 no substantial performance of a contract or agreement for home
5 repair, he fails or refuses to return payments made by the
6 victim and he:

7 (1) fails to acknowledge or respond to a written demand
8 for commencement or completion of home repair within 10
9 days after such demand is mailed or presented to him by the
10 victim or by the victim's legal representative or by a law
11 enforcement or consumer agency acting on behalf of the
12 victim; or

13 (2) fails to notify the victim in writing of a change
14 of business name or address prior to the completion of the
15 home repair; or

16 (3) makes false statements or representations to the
17 victim to excuse his non-performance or non-substantial
18 performance; or

19 (4) uses deception to obtain the victim's consent to
20 modification of the terms of the original contract or
21 agreement; or

22 (5) fails to employ qualified personnel necessary to
23 perform the home repair; or

24 (6) fails to order or purchase the basic materials
25 required for performance of the home repair; or

26 (7) fails to comply with municipal, county, State or

1 federal regulations or codes relating to the performance of
2 home repair.

3 Intent and knowledge shall be determined by an evaluation
4 of all circumstances surrounding a transaction and the
5 determination shall not be limited to the time of contract or
6 agreement.

7 Substantial performance shall not include work performed
8 in a manner of little or no value or work that fails to comply
9 with the appropriate municipal, county, State or federal
10 regulations or codes.

11 (Source: P.A. 87-820.)