

1 AN ACT concerning housing.

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

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
25 likely than male murder victims to have been killed by an
26 intimate partner. About one-third of female murder
27 victims, and about 4% of male murder victims, were killed
28 by an intimate partner.

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

32 (8) According to recent government estimates,

1 approximately 987,400 rapes occur annually in the United
2 States and 89% of the rapes are perpetrated against female
3 victims.

4 (9) One out of every 7 adult women, or more than
5 670,000 in Illinois, has been the victim of a forcible rape
6 sometime in her lifetime.

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

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

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

19 (13) Too often, victims of domestic and sexual violence
20 suffer not only physical and emotional abuse, but also the
21 devastation of being displaced from their homes because of
22 violence.

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

26 (15) The problem is compounded by the fact that victims
27 of domestic and sexual violence are discriminated against
28 when attempting to access safe housing, make their current
29 housing more safe, or flee existing housing. Additionally,
30 victims of domestic and sexual violence are often evicted
31 because of the abuse that they have suffered.

32 (16) There is a strong link between domestic violence
33 and homelessness. Among cities surveyed, 50% identified
34 domestic violence as a primary cause of homelessness.

35 (17) Ninety-two percent of homeless women have
36 experienced severe physical or sexual abuse at some point

1 in their lives. Of all homeless women and children, 60% had
2 been abused by age 12, and 63% have been victims of
3 intimate partner violence as adults.

4 (18) Women who leave their abusers frequently lack
5 adequate emergency shelter options and this makes their
6 decisions concerning leaving their dwelling places more
7 difficult.

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

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

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

22 (22) Victims of domestic and sexual violence in rural
23 areas face additional barriers, challenges, and unique
24 circumstances, such as geographic isolation, poverty, lack
25 of public transportation systems, shortage of health care
26 providers, and decreased access to safe housing resources.

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

28 (1) To promote the State's interest in reducing
29 domestic violence, dating violence, sexual assault, and
30 stalking by enabling victims of domestic or sexual violence
31 and their families to access or maintain safe housing or
32 flee existing dangerous housing in order to leave violent
33 or abusive situations, achieve safety, and minimize the
34 physical and emotional injuries from domestic or sexual
35 violence, and to reduce the devastating economic

1 consequences to the State and victims.

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

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

10 Section 15. Public housing excluded. This Act does not
11 apply to public housing.

12 Section 20. Definitions. For the purposes of this Act:

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

15 "Landlord" and "tenant" have the definitions stated in
16 Section 1.1 of the Rental Property Utility Service Act.

17 "Perpetrator" means an individual who commits or is alleged
18 to have committed or threatened any act of domestic or sexual
19 violence.

20 "Protected applicant" means a person who makes application
21 to the landlord of a building or mobile home to become an
22 occupant in the building or mobile home, whether under a lease
23 or periodic tenancy, who has been subjected to any act or
24 threat of domestic or sexual violence. A perpetrator is not
25 considered a protected applicant.

26 "Protected household member" means any member of a
27 household who has been subjected to any act or threat of
28 domestic or sexual violence, including but not limited to: any
29 minor child, any dependant adult, and any other person residing
30 with a victim of domestic or sexual violence. A perpetrator is
31 not considered a protected household member.

32 "Protected tenant" means an occupant of a building or
33 mobile home whether under a lease or periodic tenancy, who has
34 been subjected to any act or threat of domestic or sexual

1 violence, including but not limited to a tenant residing with a
2 victim of domestic or sexual violence. A perpetrator is not
3 considered a protected tenant.

4 "Sexual violence" means any act or threat of sexual
5 assault, abuse, or stalking of an adult or minor child
6 including, but not limited to, non-consensual sexual conduct or
7 non-consensual sexual penetration as defined in the Civil No
8 Contact Order Act and the offenses of stalking, aggravated
9 stalking, cyberstalking, criminal sexual assault, aggravated
10 criminal sexual assault, predatory criminal sexual assault of a
11 child, criminal sexual abuse, and aggravated criminal sexual
12 abuse as these offenses are described in the Criminal Code of
13 1961, including sexual violence committed by perpetrators who
14 are strangers to the victim and sexual violence committed by
15 perpetrators who are known or related by blood, marriage, or
16 law to the victim.

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

20 Section 25. Victim protection when the perpetrator is not a
21 leaseholder.

22 (a) Change of locks. When the perpetrator is not a
23 leaseholder in the same dwelling unit as the victim, a
24 protected tenant in the same dwelling unit may request that the
25 landlord change the locks to the dwelling unit if the protected
26 tenant notifies the landlord that a protected household member
27 is a victim of domestic or sexual violence and provides at
28 least one form of the types of evidence to support that claim
29 as described in subsection (c).

30 (1) Once the landlord has received one form of evidence
31 indicating that a protected household member is a victim of
32 domestic or sexual violence the landlord shall, within 48
33 hours or such lesser time as required by court order,
34 change the locks to the protected tenant's dwelling unit or
35 give the protected tenant permission to change the locks

1 within 48 hours or such lesser time as required by a court
2 order.

3 (2) The landlord may charge a fee for the expense of
4 changing the locks. That fee must not exceed the reasonable
5 price customarily charged for the repair.

6 (3) If a landlord fails to change the locks within the
7 required time, after being provided with the evidence
8 indicating that a protected household member is a victim of
9 domestic or sexual violence, the protected tenant may
10 change the locks without the landlord's permission. If the
11 protected tenant changes the locks, the protected tenant
12 shall give a key to the new locks to the landlord within 48
13 hours of the locks being changed.

14 (b) Early termination of the rental agreement. When the
15 perpetrator is not a leaseholder, a protected tenant who is a
16 victim of domestic or sexual violence or whose dwelling unit
17 contains protected household members who are victims of
18 domestic or sexual violence may terminate his or her rental
19 agreement for the dwelling unit if it is necessary to protect
20 their physical or emotional safety and well being. The
21 protected tenant shall provide the landlord with a written
22 notice of termination to be effective on a date stated in the
23 notice that is at least 30 days after the landlord's receipt of
24 the notice. The notice to the landlord shall be accompanied by
25 at least one form of the types of evidence to support that
26 claim as described in subsection (c).

27 (1) If, pursuant to this Section, the protected tenant
28 terminates the rental agreement 14 days or more before
29 occupancy, the protected tenant is not subject to any
30 damages or penalties.

31 (2) The protected tenant shall vacate the dwelling on
32 or before the effective date of the notice.

33 (c) Evidence of domestic or sexual violence. Notice to the
34 landlord requesting a change of locks or early termination of
35 the rental agreement shall be accompanied by at least one form
36 of the following types of evidence to support a claim of

1 domestic or sexual violence under this Section: medical, court
2 or police evidence of domestic or sexual violence; or a
3 statement from an employee of a victim services, domestic
4 violence, or rape crisis organization from whom the protected
5 tenant or protected household member has sought services.

6 Section 30. Victim protection when the perpetrator is a
7 leaseholder.

8 (a) Change of locks. If the perpetrator of the domestic
9 violence or sexual violence is a leaseholder in the same
10 dwelling unit as the victim, a protected tenant of the same
11 dwelling unit may request that the landlord change the locks if
12 the protected tenant notifies the landlord that a protected
13 household member is a victim of domestic or sexual violence and
14 provides the landlord with at least one form of the types of
15 evidence to support that claim as described in subsection (c).

16 (1) A landlord who receives a request under this
17 subsection shall, within 72 hours or such lesser time as
18 required by a court order, change the locks to the dwelling
19 unit or give the protected tenant permission to change the
20 locks.

21 (2) The landlord may charge a fee for the expense of
22 changing the locks. That fee must not exceed the reasonable
23 price customarily charged for the repair.

24 (3) If a landlord fails to change the locks within the
25 required time, after being provided with the evidence
26 indicating that a protected household member is a victim of
27 domestic or sexual violence, the protected tenant may
28 change the locks without the landlord's permission. If the
29 protected tenant changes the locks, the protected tenant
30 shall give a key to the new locks to the landlord within 48
31 hours of the locks being changed.

32 (4) Unless a court order allows the perpetrator to
33 return to the dwelling unit to retrieve personal
34 belongings, the landlord has no duty under the rental
35 agreement or by law to allow the perpetrator access to the

1 dwelling unit, to provide keys to the perpetrator, or to
2 provide the perpetrator access to the perpetrator's
3 personal property within the dwelling unit. If a landlord
4 complies with this Section, the landlord is not liable for
5 civil damages to a perpetrator excluded from the dwelling
6 unit for loss of use of the dwelling unit or loss of use or
7 damage to the perpetrator's personal property.

8 (b) Early termination of the rental agreement. When the
9 perpetrator is a leaseholder in the same dwelling unit, a
10 protected tenant who is a victim of domestic or sexual violence
11 or whose dwelling unit contains protected household members who
12 are victims of domestic or sexual violence may terminate his or
13 her rental agreement for the dwelling unit if it is necessary
14 to protect their physical or emotional safety and well being.
15 The protected tenant shall provide the landlord with a written
16 notice of termination to be effective on a date stated in the
17 notice that is at least 30 days after the landlord's receipt of
18 the notice. The notice to the landlord shall be accompanied by
19 at least one form of the types of evidence to support that
20 claim as described in subsection (c).

21 (1) If, pursuant to this Section, the protected tenant
22 terminates the rental agreement 14 days or more before
23 occupancy, the protected tenant is not subject to any
24 damages or penalties.

25 (2) The protected tenant shall vacate the dwelling on
26 or before the effective date of the notice.

27 (c) Evidence of domestic or sexual violence. Notice to the
28 landlord requesting a change of locks or early termination of
29 the rental agreement shall be accompanied by at least one form
30 of the following types of evidence to support a claim of
31 domestic or sexual violence under this Section: a copy of an
32 order issued by a court, which may be incorporated into any
33 form of court order including but not limited to an Order Of
34 Protection pursuant to the Illinois Domestic Violence Act of
35 1986 or Article 112A of the Code of Criminal Procedure of 1963.

1 Section 35. Enforceability. In addition to any other
2 remedies provided in this Act or under other laws, any
3 protected household member, protected tenant, or victim
4 adversely affected by an act or omission of the landlord that
5 violates this Act may file an action against the landlord in
6 the circuit court. If the court finds that a violation of this
7 Act occurred or is about to occur by an act or omission of the
8 landlord, the court may award to the plaintiff actual damages,
9 reasonable attorney's fees, and costs and may grant as relief,
10 as the court deems appropriate, any permanent or preliminary
11 injunction, temporary restraining order, or other order,
12 including an order enjoining the landlord from engaging in
13 violations of this Act or ordering such affirmative action as
14 may be appropriate.

15 Section 40. Effect on other laws.

16 (a) More protective laws. Nothing in this Act shall be
17 construed to supersede any provision of any federal, State, or
18 local law that provides greater protections for victims of
19 domestic or sexual violence than the rights established under
20 this Act.

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

24 Section 45. Prohibition on waiver or modification.
25 Sections 5, 10, 15, 20, 25, 30, 35, and 40 may not be waived or
26 modified by an agreement of the parties.

27 Section 99. Effective date. This Act takes effect upon
28 becoming law.