

1 AN ACT concerning property.

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

4 Section 5. The Condominium Property Act is amended by
5 changing Section 30 as follows:

6 (765 ILCS 605/30) (from Ch. 30, par. 330)

7 Sec. 30. Conversion condominiums; notice; recording.

8 (a) (1) No real estate may be submitted to the provisions of
9 the Act as a conversion condominium unless (i) a notice of
10 intent to submit the real estate to this Act (notice of intent)
11 has been given to all persons who were tenants of the building
12 located on the real estate on the date the notice is given.
13 Such notice shall be given at least 30 days, and not more than
14 1 year prior to the recording of the declaration which submits
15 the real estate to this Act; and (ii) the developer executes
16 and acknowledges a certificate which shall be attached to and
17 made a part of the declaration and which provides that the
18 developer, prior to the execution by him or his agent of any
19 agreement for the sale of a unit, has given a copy of the
20 notice of intent to all persons who were tenants of the
21 building located on the real estate on the date the notice of
22 intent was given.

23 (a) (2) If the owner fails to provide a tenant with notice

1 of the intent to convert as defined in this Section, the tenant
2 permanently vacates the premises as a direct result of
3 non-renewal of his or her lease by the owner, and the tenant's
4 unit is converted to a condominium by the filing of a
5 declaration submitting a property to this Act without having
6 provided the required notice, then the owner is liable to the
7 tenant for the following:

8 (A) the tenant's actual moving expenses incurred when
9 moving from the subject property, not to exceed \$1,500;

10 (B) three month's rent at the subject property; and

11 (C) reasonable attorney's fees and court costs.

12 (b) Any developer of a conversion condominium must, upon
13 issuing the notice of intent, publish and deliver along with
14 such notice of intent, a schedule of selling prices for all
15 units subject to the condominium instruments and offer to sell
16 such unit to the current tenants, except for units to be
17 vacated for rehabilitation subsequent to such notice of intent.
18 Such offer shall not expire earlier than 30 days after receipt
19 of the offer by the current tenant, unless the tenant notifies
20 the developer in writing of his election not to purchase the
21 condominium unit.

22 (c) Any tenant who was a tenant as of the date of the
23 notice of intent and whose tenancy expires (other than for
24 cause) prior to the expiration of 120 days from the date on
25 which a copy of the notice of intent was given to the tenant
26 shall have the right to extend his tenancy on the same terms

1 and conditions and for the same rental until the expiration of
2 such 120 day period by the giving of written notice thereof to
3 the developer within 30 days of the date upon which a copy of
4 the notice of intent was given to the tenant by the developer.

5 (d) Each lessee in a conversion condominium shall be
6 informed by the developer at the time the notice of intent is
7 given whether his tenancy will be renewed or terminated upon
8 its expiration. If the tenancy is to be renewed, the tenant
9 shall be informed of all charges, rental or otherwise, in
10 connection with the new tenancy and the length of the term of
11 occupancy proposed in conjunction therewith.

12 (e) For a period of 120 days following his receipt of the
13 notice of intent, any tenant who was a tenant on the date the
14 notice of intent was given shall be given the right to purchase
15 his unit on substantially the same terms and conditions as set
16 forth in a duly executed contract to purchase the unit, which
17 contract shall conspicuously disclose the existence of, and
18 shall be subject to, the right of first refusal. The tenant may
19 exercise the right of first refusal by giving notice thereof to
20 the developer prior to the expiration of 30 days from the
21 giving of notice by the developer to the tenant of the
22 execution of the contract to purchase the unit. The tenant may
23 exercise such right of first refusal within 30 days from the
24 giving of notice by the developer of the execution of a
25 contract to purchase the unit, notwithstanding the expiration
26 of the 120 day period following the tenant's receipt of the

1 notice of intent, if such contract was executed prior to the
2 expiration of the 120 day period. The recording of the deed
3 conveying the unit to the purchaser which contains a statement
4 to the effect that the tenant of the unit either waived or
5 failed to exercise the right of first refusal or option or had
6 no right of first refusal or option with respect to the unit
7 shall extinguish any legal or equitable right or interest to
8 the possession or acquisition of the unit which the tenant may
9 have or claim with respect to the unit arising out of the right
10 of first refusal or option provided for in this Section. The
11 foregoing provision shall not affect any claim which the tenant
12 may have against the landlord for damages arising out of the
13 right of first refusal provided for in this Section.

14 (f) During the 30 day period after the giving of notice of
15 an executed contract in which the tenant may exercise the right
16 of first refusal, the developer shall grant to such tenant
17 access to any portion of the building to inspect any of its
18 features or systems and access to any reports, warranties, or
19 other documents in the possession of the developer which
20 reasonably pertain to the condition of the building. Such
21 access shall be subject to reasonable limitations, including as
22 to hours. The refusal of the developer to grant such access is
23 a business offense punishable by a fine of \$500. Each refusal
24 to an individual lessee who is a potential purchaser is a
25 separate violation.

26 (g) Any notice provided for in this Section shall be deemed

1 given when a written notice is delivered in person or mailed,
2 certified or registered mail, return receipt requested to the
3 party who is being given the notice.

4 (h) Prior to their initial sale, units offered for sale in
5 a conversion condominium and occupied by a tenant at the time
6 of the offer shall be shown to prospective purchasers only a
7 reasonable number of times and at appropriate hours. Units may
8 only be shown to prospective purchasers during the last 90 days
9 of any expiring tenancy.

10 (i) Any provision in any lease or other rental agreement,
11 or any termination of occupancy on account of condominium
12 conversion, not authorized herein, or contrary to or waiving
13 the foregoing provisions, shall be deemed to be void as against
14 public policy.

15 (j) A tenant is entitled to injunctive relief to enforce
16 the provisions of subsections (a) and (c) of this Section.

17 (k) A non-profit housing organization, suing on behalf of
18 an aggrieved tenant under this Section, may also recover
19 compensation for reasonable attorney's fees and court costs
20 necessary for filing such action.

21 (l) Nothing in this Section shall affect any provision in
22 any lease or rental agreement in effect before this Act becomes
23 law.

24 (m) ~~(b)~~ Nothing in this amendatory Act of 1978 shall be
25 construed to imply that there was previously a requirement to
26 record the notice provided for in this Section ~~subsection (a)~~.

1 (Source: P.A. 88-417.)