

AN ACT concerning housing.

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

Section 1. Short title. This Act may be cited as the Safe Homes Act.

Section 5. Purpose. The purpose of this Act is to promote the State's interest in reducing domestic violence, dating violence, sexual assault, and stalking by enabling victims of domestic or sexual violence and their families to flee existing dangerous housing in order to leave violent or abusive situations, achieve safety, and minimize the physical and emotional injuries from domestic or sexual violence, and to reduce the devastating economic consequences thereof.

Section 10. Definitions. For purposes of this Act:

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

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

"Sexual violence" means any act of sexual assault, sexual abuse, or stalking of an adult or minor child, including but not limited to non-consensual sexual conduct or non-consensual sexual penetration as defined in the Civil No Contact Order Act and the offenses of stalking, aggravated stalking, criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, criminal sexual abuse, and aggravated criminal sexual abuse as those offenses are described in the Criminal Code of 1961.

"Tenant" means a person who has entered into an oral or

written lease with a landlord whereby the person is the lessee under the lease.

Section 15. Affirmative defense.

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

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

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

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

(1) a tenant or a member of tenant's household was a victim of sexual violence on the premises that is owned or controlled by a landlord and the tenant has vacated the premises as a result of the sexual violence; and

(2) the tenant gave written notice to the landlord prior to or within 3 days of vacating the premises that the reason for vacating the premises was because of the sexual violence against the tenant or member of the tenant's household, the date of the sexual violence, and that the tenant provided at least one form of the following types of evidence to the landlord supporting the claim of the sexual

violence: medical, court or police evidence of sexual violence; or statement from an employee of a victim services or rape crisis organization from which the tenant or a member of the tenant's household sought services; and

(3) the sexual violence occurred not more than 60 days prior to the date of giving the written notice to the landlord, or if the circumstances are such that the tenant cannot reasonably give notice because of reasons related to the sexual violence, such as hospitalization or seeking assistance for shelter or counseling, then as soon thereafter as practicable. Nothing in this subsection (b) shall be construed to be a defense against an action in forcible entry and detainer for failure to pay rent before the tenant provided notice and vacated the premises.

(c) Nothing in this Act shall be construed to be a defense against an action for rent for a period of time before the tenant vacated the landlord's premises and gave notice to the landlord as required in subsection (b).

Section 20. Change of locks.

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

(b) Once a landlord has received notice of a request for change of locks and has received one form of evidence referred

to in Section (a) above, the landlord shall, within 48 hours, change the locks or give the tenant the permission to change the locks.

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

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

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

Section 25. Penalty for violation.

(a) If a landlord takes action to prevent the tenant who has complied with Section 20 of this Act from changing his or her locks, the tenant may seek a temporary restraining order, preliminary injunction, or permanent injunction ordering the landlord to refrain from preventing the tenant from changing the locks. A tenant who successfully brings an action pursuant to this Section may be awarded reasonable attorney's fees and costs.

(b) A tenant who changes locks and does not provide a copy of a key to the landlord within 48 hours of the tenant changing the locks, shall be liable for any damages to the dwelling or the building in which the dwelling is located that could have been prevented had landlord been able to access the dwelling unit in the event of an emergency.

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

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

Section 35. Public housing excluded. This Act does not apply to public housing, assisted under the United States Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and its implementing regulations, with the exception of the tenant-based Housing Choice Voucher program. Public housing includes dwelling units in mixed-finance projects that are assisted through a public housing authority's capital, operating, or other funds.