

**FORCIBLE ENTRY AND DETAINER ACT**  
**Updated through August 2, 2011**

**PART 1. IN GENERAL**

**Section 9-101. Forcible entry prohibited.** No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

**Section 9-102. When action may be maintained.**

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

- (1) When a forcible entry is made thereon.
- (2) When a peaceable entry is made and the possession unlawfully withheld.
- (3) When entry is made into vacant or unoccupied lands or tenements without right or title.
- (4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.

(5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law.

This amendatory Act of 1993 is declarative of existing law.

(6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after demand in writing by the person entitled thereto, or his or her agent.

(7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.

(8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

**Section 9-103. Mobile home site.** The rental of land upon which a mobile home is placed or the rental of a mobile home and the land on which it is placed, for more than 30 days, shall be construed as a lease of real property. However, nothing in this Section shall be construed to affect the classification of mobile homes as real or personal property for purposes of taxation.

**Section 9-104. Demand - Notice - Return.** The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises; or if those in possession are unknown occupants who are not parties to any written lease, rental agreement, or right to possession agreement for the premises, then by delivering a copy of the notice, directed to "unknown occupants", to

the occupant or by leaving a copy of the notice with some person of the age of 13 years or upwards occupying the premises, or by posting a copy of the notice on the premises directed to "unknown occupants". When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The demand for possession may be in the following form:

To ....

I hereby demand immediate possession of the following described premises: (describing the same.)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

**Section 9-104.1. Demand; Notice; Return; Condominium and Contract Purchasers.**

(a) In case there is a contract for the purchase of such lands or tenements or in case of condominium property, the demand shall give the purchaser under such contract, or to the condominium unit owner, as the case may be, at least 30 days to satisfy the terms of the demand before an action is filed. In case of a condominium unit, the demand shall set forth the amount claimed which must be paid within the time prescribed in the demand and the time period or periods when the amounts were originally due, unless the demand is for compliance with Section 18(n) of the Condominium Property Act, in which case the demand shall set forth the nature of the lease and memorandum of lease or the leasing requirement not satisfied. The amount claimed shall include regular or special assessments, late charges or interest for delinquent assessments, and attorneys' fees claimed for services incurred prior to the demand. Attorneys' fees claimed by condominium associations in the demand shall be subject to review by the courts in any forcible entry and detainer proceeding under subsection (b) of Section 9-111 of this Act. The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(b) In the case of a condominium unit, the demand is not invalidated by partial payment of amounts due if the payments do not, at the end of the notice period, total the amounts demanded in the notice for common expenses, unpaid fines, interest, late charges, reasonable attorney fees incurred prior to the initiation of any court action and costs of collection. The person claiming possession, or his or her agent or attorney, may, however, agree in writing to withdraw the demand in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand in exchange for receiving partial payment."

(c) The demand set forth in subsection (a) of this Section shall be served either personally upon such purchaser or condominium unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the last known address of such purchaser or condominium unit owner or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. To be effective service under this Section, a demand sent by certified or registered mail to the last known address need not be received by the purchaser or condominium unit owner. No other demand shall be required as a prerequisite to filing an action under paragraph (7) of subsection (a) of Section 9-102 of this Act. Service of the demand by registered or certified mail shall be deemed

effective upon deposit in the United States mail with proper postage prepaid and addressed as provided in this subsection.

**Section 9-104.2. Demand - Notice - Termination of Lease and Possession of a Condominium.**

(a) Unless the Board of Managers is seeking to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement with the owner of a unit, no demand nor summons need be served upon the tenant or other occupant in connection with an action brought under paragraph (7) of subsection (a) of Section 9-102 of this Article.

(a-5) The Board of Managers may seek to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement between the tenant or other occupant and the defaulting owner of a unit, either within the same action against the unit owner under paragraph (7) of subsection (a) of Section 9-102 of this Article or independently thereafter under other paragraphs of that subsection. If a tenant or other occupant of a unit is joined within the same action against the defaulting unit owner under paragraph (7), only the unit owner and not the tenant or other occupant need to be served with 30 days prior written notice as provided in this Article. The tenant or other occupant may be joined as additional defendants at the time the suit is filed or at any time thereafter prior to execution of judgment for possession by filing, with or without prior leave of the court, an amended complaint and summons for trial. If the complaint alleges that the unit is occupied or may be occupied by persons other than or in addition to the unit owner of record, that the identities of the persons are concealed and unknown, they may be named and joined as defendant "Unknown Occupants". Summons may be served on the defendant "Unknown Occupants" by the sheriff or court appointed process server by leaving a copy at the unit with any person residing at the unit of the age of 13 years or greater, and if the summons is returned without service stating that service cannot be obtained, constructive service may be obtained pursuant to Section 9-107 of this Code with notice mailed to "Unknown Occupants" at the address of the unit. If prior to execution of judgment for possession the identity of a defendant or defendants served in this manner is discovered, his or her name or names and the record may be corrected upon hearing pursuant to notice of motion served upon the identified defendant or defendants at the unit in the manner provided by court rule for service of notice of motion. If however an action under paragraph (7) was brought against the defaulting unit owner only, and after obtaining judgment for possession and expiration of the stay on enforcement the Board of Managers elects not to accept a tenant or occupant in possession as its own and to commence a separate action, written notice of the judgment against the unit owner and demand to quit the premises shall be served on the tenant or other occupant in the manner provided under Section 9-211 at least 10 days prior to bringing suit to recover possession from the tenant or other occupant.

(b) If a judgment for possession is granted to the Board of Managers under Section 9-111, any interest of the unit owner to receive rents under any lease arrangement shall be deemed assigned to the Board of Managers until such time as the judgment is vacated.

(c) If a judgment for possession is entered, the Board of Managers may obtain from the clerk of the court an informational certificate notifying any tenants not parties to the proceeding of the assignment of the unit owner's interest in the lease arrangement to the Board of Managers as a result of the entry of the judgment for possession and stating that any rent hereinafter due the unit owner or his agent under the lease arrangement should be paid to the Board of Managers until further order of court. If the tenant pays his rent to the association pursuant to the entry of such a judgement for possession, the unit owner may not sue said tenant for any such amounts the tenant pays the association. Upon service of the certificate on the tenant in the manner provided by Section 9-211 of this Code, the tenant shall be obligated to pay the rent under the lease arrangement to the Board of Managers as it becomes due. If the

tenant thereafter fails and refuses to pay the rent, the Board of Managers may bring an action for possession after making a demand for rent in accordance with Section 9-209 of this Code.

(c-5) In an action against the unit owner and lessee to evict a lessee for failure of the lessor/owner of the condominium unit to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or against a lessee for any other breach by the lessee of any covenants, rules, regulations, or bylaws of the condominium, the demand shall give the lessee at least 10 days to quit and vacate the unit. The notice shall be substantially in the following form:

"TO A.B. You are hereby notified that in consequence of (here insert lessor-owner name) failure to comply with the leasing requirements prescribed by Section 18(n) of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or your default of any covenants, rules, regulations or bylaws of the condominium, in (here insert the character of the default) of the premises now occupied by you, being (here described the premises) the Board of Managers of (here describe the condominium) Association elects to terminate your lease, and you are hereby notified to quit and vacate same within 10 days of this date."

The demand shall be signed by the Board of Managers, its agent, or attorney and shall be served either personally upon the lessee with a copy to the unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the unit occupied by the lessee and to the last known address of the unit owner, and no other demand of termination of such tenancy shall be required. To be effective service under this Section, a demand sent by certified mail, return receipt requested, to the unit occupied by the lessee and to the last known address of the unit owner need not be received by the lessee or condominium unit owner.

(d) Nothing in this Section 9-104.2 is intended to confer upon a Board of Managers any greater authority with respect to possession of a unit after a judgment than was previously established by this Act.

**Section 9-104.3. Applicability of Article.** All common interest community associations electing pursuant to paragraph (8) of subsection (a) of Section 9-102 to have this Article made applicable to such association shall follow the same procedures and have the same rights and responsibilities as condominium associations under this Article.

**Section 9-105. Growing crops.** In case of forfeiture under contract of purchase, the purchaser shall be entitled to cultivate and gather the crops, if any, planted by him or her and grown or growing on the premises at the time of the filing of the action, and shall have the right to enter for the purpose of removing such crops, first paying or tendering to the party entitled to the possession a reasonable compensation for such use of the land before removing such crops.

**Section 9-106. Pleadings and evidence.** On complaint by the party or parties entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons.

The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action. Except as otherwise provided in Section 9-120, no matters not germane to the distinctive purpose of the proceeding shall be introduced by joinder, counterclaim or otherwise. However, a claim for rent may be joined in the complaint, and judgment may be entered for the amount of rent found due.

**Section 9-106.1. Action for condominium assessments not barred or waived by acceptance of assessments for time periods not covered by demand.**

An action brought under paragraph (7) of subsection (a) of Section 9-102 of this Act is neither barred nor waived by the action of a Board of Managers in accepting payments from a unit owner for his or her proportionate share of the common expenses or of any other expenses lawfully agreed upon for any time period other than that covered by the demand.

**Section 9-106.2. Affirmative defense for violence; barring persons from property.**

(a) It shall be an affirmative defense to an action maintained under this Article IX if the court makes one of the following findings that the demand for possession is:

(1) based solely on the tenant's, lessee's, or household member's status as a victim of domestic violence or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, stalking as that term is defined in the Criminal Code of 1961, or dating violence;

(2) based solely upon an incident of actual or threatened domestic violence, dating violence, stalking, or sexual violence against a tenant, lessee, or household member;

(3) based solely upon criminal activity directly relating to domestic violence, dating violence, stalking, or sexual violence engaged in by a member of a tenant's or lessee's household or any guest or other person under the tenant's, lessee's, or household member's control, and against the tenant, lessee, or household member; or

(4) based upon a demand for possession pursuant to subsection (f) where the tenant, lessee, or household member who was the victim of domestic violence, sexual violence, stalking, or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises.

(b) When asserting the affirmative defense, at least one form of the following types of evidence shall be provided to support the affirmative defense: medical, court, or police records documenting the violence or a statement from an employee of a victim service organization or from a medical professional from whom the tenant, lessee, or household member has sought services.

(c) Nothing in subsection (a) shall prevent the landlord from seeking possession solely against a tenant, household member, or lessee of the premises who perpetrated the violence referred to in subsection (a).

(d) Nothing in subsection (a) shall prevent the landlord from seeking possession against the entire household, including the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if the tenant, lessee, or household member's continued tenancy would pose an actual and imminent threat to other tenants, lessees, household members, the landlord or their agents at the property.

(e) Nothing in subsection (a) shall prevent the landlord from seeking possession against the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if that tenant, lessee, or household member has committed the criminal activity on which the demand for possession is based.

(f) A landlord shall have the power to bar the presence of a person from the premises owned by the landlord who is not a tenant or lessee or who is not a member of the tenant's or lessee's household. A landlord bars a person from the premises by providing written notice to the tenant or lessee that the person is no longer allowed on the premises. That notice shall state that if the tenant invites the barred

person onto any portion of the premises, then the landlord may treat this as a breach of the lease, whether or not this provision is contained in the lease. Subject to paragraph (4) of subsection (a), the landlord may evict the tenant.

(g) Further, a landlord may give notice to a person that the person is barred from the premises owned by the landlord. A person has received notice from the landlord within the meaning of this subsection if he has been notified personally, either orally or in writing including a valid court order as defined by subsection (7) of Section 112A-3 of the Code of Criminal Procedure of 1963 granting remedy (2) of subsection (b) of Section 112A-14 of that Code, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof. Any person entering the landlord's premises after such notice has been given shall be guilty of criminal trespass to real property as set forth in Section 21-3 of the Criminal Code of 1961. After notice has been given, an invitation to the person to enter the premises shall be void if made by a tenant, lessee, or member of the tenant's or lessee's household and shall not constitute a valid invitation to come upon the premises or a defense to a criminal trespass to real property.

**Section 9-107. Constructive service.** If the plaintiff, his or her agent, or attorney files a forcible detainer action, with or without joinder of a claim for rent in the complaint, and is unable to obtain personal service on the defendant or unknown occupant and a summons duly issued in such action is returned without service stating that service can not be obtained, then the plaintiff, his or her agent or attorney may file an affidavit stating that the defendant or unknown occupant is not a resident of this State, or has departed from this State, or on due inquiry cannot be found, or is concealed within this State so that process cannot be served upon him or her, and also stating the place of residence of the defendant or unknown occupant, if known, or if not known, that upon diligent inquiry the affiant has not been able to ascertain the defendant's or unknown occupant's place of residence, then in all such forcible detainer cases whether or not a claim for rent is joined with the complaint for possession, the defendant or unknown occupant may be notified by posting and mailing of notices; or by publication and mailing, as provided for in Section 2-206 of this Act. However, in cases where the defendant or unknown occupant is notified by posting and mailing of notices or by publication and mailing, and the defendant or unknown occupant does not appear generally, the court may rule only on the portion of the complaint which seeks judgment for possession, and the court shall not enter judgment as to any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of the common expenses, however, an in rem judgment may be entered against the unit for the amount of common expenses due, any other expenses lawfully agreed upon or the amount of any unpaid fine, together with reasonable attorney fees, if any, and costs. The claim for rent may remain pending until such time as the defendant or unknown occupant appears generally or is served with summons, but the order for possession shall be final, enforceable and appealable if the court makes an express written finding that there is no just reason for delaying enforcement or appeal, as provided by Supreme Court rule of this State.

Such notice shall be in the name of the clerk of the court, be directed to the defendant or unknown occupant, shall state the nature of the cause against the defendant or unknown occupant and at whose instance issued and the time and place for trial, and shall also state that unless the defendant or unknown occupant appears at the time and place fixed for trial, judgment will be entered by default, and shall specify the character of the judgment that will be entered in such cause. The sheriff shall post 3 copies of the notice in 3 public places in the neighborhood of the court where the cause is to be tried, at least 10 days prior to the day set for the appearance, and, if the place of residence of the defendant or unknown occupant is stated in any affidavit on file, shall at the same time mail one copy of the notice addressed to such defendant or unknown occupant at such place of residence shown in such affidavit. On or before the day set for the appearance, the sheriff shall file the notice with an endorsement thereon stating the

time when and places where the sheriff posted and to whom and at what address he or she mailed copies as required by this Section. For want of sufficient notice any cause may be continued from time to time until the court has jurisdiction of the defendant or unknown occupant.

**Section 9-107.5. Notice to unknown occupants.**

(a) Service of process upon an unknown occupant may be had by delivering a copy of the summons and complaint naming "unknown occupants" to the tenant or any unknown occupant or person of the age of 13 or upwards occupying the premises.

(b) If unknown occupants are not named in the initial summons and complaint and a judgment for possession in favor of the plaintiff is entered, but the order does not include unknown occupants and the sheriff determines when executing the judgment for possession that persons not included in the order are in possession of the premises, then the sheriff shall leave with a person of the age of 13 years or upwards occupying the premises, a copy of the order, or if no one is present in the premises to accept the order or refuses to accept the order, then by posting a copy of the order on the premises. In addition to leaving a copy of the order or posting of the order, the sheriff shall also leave or post a notice addressed to "unknown occupants" that states unless any unknown occupants file a written petition with the clerk that sets forth the unknown occupant's legal claim for possession within 7 days of the date the notice is posted or left with any unknown occupant, the unknown occupants shall be evicted from the premises. If any unknown occupants file such a petition, a hearing on the merits of the unknown occupant's petition shall be held by the court within 7 days of the filing of the petition with the clerk. The unknown occupants shall have the burden of proof in establishing a legal right to continued possession.

(c) The plaintiff may obtain a judgment for possession only and not for rent as to any unknown occupants.

(d) Nothing in this Section may be construed so as to vest any rights to persons who are criminal trespassers, nor may this Section be construed in any way that interferes with the ability of law enforcement officials removing persons or property from the premises when there is a criminal trespass.

**Section 9-107.10. Military personnel on active duty; action for possession.**

(a) In this Section:

"Active duty" means active duty pursuant to an executive order of the President of the United States, an act of the Congress of the United States, or an order of the Governor.

"Service member" means a member of the armed services or reserve forces of the United States or a member of the Illinois National Guard.

(b) In an action for possession of residential premises of a tenant, including a tenant who is a resident of a mobile home park, who is a service member deployed on active duty, or of any member of the tenant's family who resides with the tenant, if the tenant entered into the rental agreement on or after the effective date of this amendatory Act of the 94th General Assembly, the court may, on its own motion, and shall, upon motion made by or on behalf of the tenant, do either of the following if the tenant's ability to pay the agreed rent is materially affected by the tenant's deployment on active duty:

(1) Stay the proceedings for a period of 90 days, unless, in the opinion of the court, justice and equity require a longer or shorter period of time.

(2) Adjust the obligation under the rental agreement to preserve the interest of all parties to it.

(c) In order to be eligible for the benefits granted to service members under this Section, a service member or a member of the service member's family who resides with the service member must provide the landlord or mobile home park operator with a copy of the military or gubernatorial orders calling the service member to active duty and of any orders further extending the service member's period of active duty.

(d) If a stay is granted under this Section, the court may grant the landlord or mobile home park operator such relief as equity may require.

(e) A violation of this Section constitutes a civil rights violation under the Illinois Human Rights Act.

**Section 9-108. Jury trial.** In any case relating to premises used for residence purposes, either party may demand trial by jury, notwithstanding any waiver of jury trial contained in any lease or contract.

**Section 9-109. Trial ex parte.** If the defendant does not appear, having been duly summoned as herein provided the trial may proceed ex parte, and may be tried by the court, without a jury.

**Section 9-109.5. Standard of Proof.** After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff.

**Section 9-109.7. Stay of enforcement; drug related action.** A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to Section 11 of the Controlled Substance and Cannabis Nuisance Act, may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

**Section 9-110. Judgment for whole premises - Stay of enforcement.** If it appears on the trial that the plaintiff is entitled to the possession of the whole of the premises claimed, judgment for the possession thereof and for costs shall be entered in favor of the plaintiff. However, if the action is brought under Article IX of this Code and is based upon a breach of a contract entered into on or after July 1, 1962 for the purchase of such premises, the court, by order, may stay the enforcement of the judgment for a period not to exceed 60 days from the date of the judgment, or if the court finds that the amount unpaid on the contract is less than 75% of the original purchase price, then the court shall stay the enforcement of the judgment for a period of 180 days from the date of the judgment. The court may order a stay of less than 180 days (but in no event less than 60 days) if it is shown that the plaintiff, prior to the filing of the action under Article IX of this Act, granted the defendant previous extensions of time to pay the amounts due under the contract, or for other good cause shown. If during such period of stay the defendant pays the entire amount then due and payable under the terms of the contract other than such portion of the principal balance due under the contract as would not be due had no default occurred and costs and, if the contract provides therefor, reasonable attorney's fees as fixed by the court, and cures all other defaults then existing, the contract shall remain in force the same as if no default had occurred. The relief granted to a defendant by this Section shall not be exhausted by a single use thereof but shall not be again available with respect to the same contract for a period of 5 years from the date of such judgment. Whenever defendant cures the default under the contract pursuant to this Section, the defendant may within the period of stay file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that such default

has been cured, such judgment shall be vacated. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of such period of stay and all rights of the defendant in and to the premises and in and to the real estate described in the contract are terminated.

Nothing herein contained shall be construed as affecting the right of a seller of such premises to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

**Section 9-111. Condominium property.**

(a) As to property subject to the provisions of the "Condominium Property Act", approved June 20, 1963, as amended, when the action is based upon the failure of an owner of a unit therein to pay when due his or her proportionate share of the common expenses of the property, or of any other expenses lawfully agreed upon or the amount of any unpaid fine, and if the court finds that the expenses or fines are due to the plaintiff, the plaintiff shall be entitled to the possession of the whole of the premises claimed, and judgment in favor of the plaintiff shall be entered for the possession thereof and for the amount found due by the court including interest and late charges, if any, together with reasonable attorney's fees, if any, and for the plaintiff's costs. The awarding of reasonable attorney's fees shall be pursuant to the standards set forth in subsection (b) of this Section 9-111. The court shall, by order, stay the enforcement of the judgment for possession for a period of not less than 60 days from the date of the judgment and may stay the enforcement of the judgment for a period not to exceed 180 days from such date. Any judgment for money or any rent assignment under subsection (b) of Section 9-104.2 is not subject to this stay. The judgment for possession is not subject to an exemption of homestead under Part 9 of Article XII of this Code. If at any time, either during or after the period of stay, the defendant pays such expenses found due by the court, and costs, and reasonable attorney's fees as fixed by the court, and the defendant is not in arrears on his or her share of the common expenses for the period subsequent to that covered by the judgment, the defendant may file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that the default in payment of the proportionate share of expenses has been cured, and if the court finds that the premises are not presently let by the board of managers as provided in Section 9-111.1 of this Act, the judgment shall be vacated. If the premises are being let by the board of managers as provided in Section 9-111.1 of this Act, when any judgment is sought to be vacated, the court shall vacate the judgment effective concurrent with the expiration of the lease term. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of the period of stay and all rights of the defendant to possession of his or her unit shall cease and determine until the date that the judgment may thereafter be vacated in accordance with the foregoing provisions, and notwithstanding payment of the amount of any money judgment if the unit owner or occupant is in arrears for the period after the date of entry of the judgment as provided in this Section. Nothing herein contained shall be construed as affecting the right of the board of managers, or its agents, to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

This amendatory Act of the 92nd General Assembly is intended as a clarification of existing law and not as a new enactment.

(b) For purposes of determining reasonable attorney's fees under subsection (a), the court shall consider:

- (i) the time expended by the attorney;
- (ii) the reasonableness of the hourly rate for the work performed;
- (iii) the reasonableness of the amount of time expended for the work performed; and

(iv) the amount in controversy and the nature of the action.

**Section 9-111.1. Lease to bona fide tenant.** Upon the entry of a judgment in favor of a board of managers for possession of property under the Condominium Property Act, as provided in Section 9-111 of this Act, and upon delivery of possession of the premises by the sheriff or other authorized official to the board of managers pursuant to execution upon the judgment, the board of managers shall have the right and authority, incidental to the right of possession of a unit under the judgment, but not the obligation, to lease the unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay of judgment unless extended by order of court upon notice to the dispossessed unit owner. The board of managers shall first apply all rental income to assessments and other charges sued upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the unit rentable, and lastly to assessments accrued thereafter until assessments are current. Any surplus shall be remitted to the unit owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the unit rentable.

**Section 9-112. Judgment for part of premises.** If it shall appear that the plaintiff is entitled to the possession of only a part of the premises claimed, the judgment shall be entered for that part only and for costs, and for the residue defendant shall be dismissed.

**Section 9-113. Joinder of several tenants.** Whenever there is one lease for the whole of certain premises, and the actual possession thereof, at the time of the filing of the action, is divided in severalty among persons with, or other than the lessee, in one or more portions or parcels, separately or severally held or occupied, all or so many of such persons, with the lessee, as the plaintiff may elect, may be joined as defendants in one action, and the recovery against them, with costs, shall be several, according as their actual holdings are judicially determined.

**Section 9-114. Judgment against plaintiff.** If the plaintiff voluntarily dismisses the action, or fails to prove the plaintiff's right to the possession, judgment for costs shall be entered in favor of the defendant.

**Section 9-115. Dismissal as to part.** The plaintiff may at any time dismiss his or her action as to any one or more of the defendants, and the jury or court may find any one or more of the defendants liable, and the others not liable, and the court shall thereupon enter judgment according to such finding.

**Section 9-116. Pending appeal.** If the plaintiff appeals, then, during and notwithstanding the pendency of such appeal, the plaintiff is entitled to enforce, or accept from the defendant or from any person claiming under him or her, performance of all obligations imposed upon such defendant by the terms of any lease, contract, covenant or agreement under which the defendant claims the right to possession, or by law, as if such appeal has not been taken, without thereby affecting the appeal or the judgment appealed from, and without thereby creating or reinstating any tenancy or other relationship of the parties. However, if the result of the prosecution of such appeal and entry of final judgment is that the defendant was obligated to the plaintiff during the pendency thereof in a different form, manner or amount than that in which any payment or payments made under the provision of this Section was or were enforced or accepted, or in a different form, manner or amount than that adjudged in any judgment entered by any court in any other proceedings instituted by virtue of the provisions of this Section during the pendency of the appeal, such payment or payments shall be deemed to have been made to apply in the form, manner and amount resulting or arising from the prosecution of such appeal, on account of the defendant's obligation.

**Section 9-117. Expiration of Judgment.** No judgment for possession obtained in an action brought under this Article may be enforced more than 120 days after judgment is entered, unless upon motion by the plaintiff the court grants an extension of the period of enforcement of the judgment. Plaintiff's notice of motion shall contain the following notice directed to the defendant:

"Your landlord, (insert name), obtained an eviction judgment against you on (insert date), but the sheriff did not evict you within the 120 days that the landlord has to evict after a judgment in court. On the date stated in this notice, your landlord will be asking the court to allow the sheriff to evict you based on that judgment. You must attend the court hearing if you want the court to stop the landlord from having you evicted. To prevent the eviction, you must be able to prove that (1) the landlord and you made an agreement after the judgment (for instance, to pay up back rent or to comply with the lease) and you have lived up to the agreement; or (2) the reason the landlord brought the original eviction case has been resolved or forgiven, and the eviction the landlord now wants the court to grant is based on a new or different reason; or (3) that you have another legal or equitable reason why the court should not grant the landlord's request for your eviction."

The court shall grant the motion for the extension of the judgment of possession unless the defendant establishes that the tenancy has been reinstated, that the breach upon which the judgment was issued has been cured or waived, that the plaintiff and defendant entered into a post-judgment agreement whose terms the defendant has performed, or that other legal or equitable grounds exist that bar enforcement of the judgment. This Section does not apply to any action based upon a breach of a contract entered into on or after July 1, 1962, for the purchase of premises in which the court has entered a stay under Section 9-110; nor shall this Section apply to any action to which the provisions of Section 9-111 apply; nor shall this Section affect the rights of Boards of Managers under Section 9-104.2.

**Section 9-118. Emergency housing eviction proceedings.**

(a) As used in this Section:

"Cannabis" has the meaning ascribed to that term in the Cannabis Control Act.

"Narcotics" and "controlled substance" have the meanings ascribed to those terms in the Illinois Controlled Substances Act.

(b) This Section applies only if all of the following conditions are met:

(1) The complaint seeks possession of premises that are owned or managed by a housing authority established under the Housing Authorities Act or privately owned and managed.

(2) The verified complaint alleges that there is direct evidence of any of the following:

(a) unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, giving away, or trafficking in cannabis, methamphetamine, narcotics, or controlled substances within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; or

(b) the possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint; or

(c) murder, attempted murder, kidnapping, attempted kidnapping, arson, attempted arson, aggravated battery, criminal sexual assault, attempted criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, or criminal sexual abuse within or upon the

premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint.

(3) Notice by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(b-5) In all actions brought under this Section 9-118, no predicate notice of termination or demand for possession shall be required to initiate an eviction action.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

If a plaintiff which is a public housing authority accepts rent from the defendant after an action is initiated under this Section, the acceptance of rent shall not be a cause for dismissal of the complaint.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(d-5) If cannabis, methamphetamine, narcotics, or controlled substances are found or used anywhere in the premises, there is a rebuttable presumption either (1) that the cannabis, methamphetamine, narcotics, or controlled substances were used or possessed by a tenant or occupant or (2) that a tenant or occupant permitted the premises to be used for that use or possession, and knew or should have reasonably known that the substance was used or possessed.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(f) This Section shall not be construed to prohibit the use or possession of cannabis, methamphetamine, narcotics, or a controlled substance that has been legally obtained in accordance with a valid prescription for the personal use of a lawful occupant of a dwelling unit.

### **Section 9-119. Emergency subsidized housing eviction proceedings.**

(a) As used in this Section:

"FmHA" means the Farmers Home Administration or a local housing authority administering an FmHA program.

"HUD" means the United States Department of Housing and Urban Development, or the Federal Housing Administration or a local housing authority administering a HUD program.

"Section 8 contract" means a contract with HUD or FmHA which provides rent subsidies entered into pursuant to Section 8 of the United States Housing Act of 1937 or the Section 8 Existing Housing Program (24 C.F.R. Part 882).

"Subsidized housing" means:

- (1) any housing or unit of housing subject to a Section 8 contract;
- (2) any housing or unit of housing owned, operated, or managed by a housing authority established under the Housing Authorities Act; or
- (3) any housing or unit of housing financed by a loan or mortgage held by the Illinois Housing Development Authority, a local housing authority, or the federal Department of Housing and Urban Development ("HUD") that is:
  - (i) insured or held by HUD under Section 221(d)(3) of the National Housing Act and assisted under Section 101 of the Housing and Urban Development Act of 1965 or Section 8 of the United States Housing Act of 1937;
  - (ii) insured or held by HUD and bears interest at a rate determined under the proviso of Section 221(d)(3) of the National Housing Act;
  - (iii) insured, assisted, or held by HUD under Section 202 or 236 of the National Housing Act;
  - (iv) insured or held by HUD under Section 514 or 515 of the Housing Act of 1949;
  - (v) insured or held by HUD under the United States Housing Act of 1937; or
  - (vi) held by HUD and formerly insured under a program listed in subdivision (i), (ii), (iii), (iv), or (v).

(b) This Section applies only if all of the following conditions are met:

(1) The verified complaint seeks possession of premises that are subsidized housing as defined under this Section.

(2) The verified complaint alleges that there is direct evidence of refusal by the tenant to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises, provided that all of the following conditions have been met:

(a) on 2 separate occasions within a 30 day period the tenant, or another person on the premises with the consent of the tenant, refuses to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises;

(b) the landlord then sends written notice to the tenant stating that (i) the tenant, or a person on the premises with the consent of the tenant, failed twice within a 30 day period to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises and (ii) the tenant must allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within the next 30 days or face emergency eviction proceedings under this Section;

(c) the tenant subsequently fails to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within 30 days of receiving the notice from the landlord; and

(d) the tenant's written lease states that the occurrence of the events described in items (A), (B), and (C) may result in eviction.

(3) Notice, by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at

least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

**Section 9-120. Leased premises used in furtherance of a criminal offense; lease void at option of lessor or assignee.**

(a) If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or her term. A written lease shall notify the lessee that if any lessee or occupant, on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of this State, the lessor shall have the right to void the lease and recover the leased premises. Failure to include this language in a written lease or the use of an oral lease shall not waive or impair the rights of the lessor or lessor's assignee under this Section or the lease. This Section shall not be construed so as to diminish the rights of a lessor, if any, to terminate a lease for other reasons permitted under law or pursuant to the lease agreement.

(b) The owner or lessor may bring a forcible entry and detainer action, or, if the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located agrees, assign to that State's Attorney or corporation counsel the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located, as applicable. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(c) A person does not forfeit any part of his or her security deposit due solely to an eviction under the provisions of this Section, except that a security deposit may be used to pay fees charged by the sheriff for carrying out an eviction.

(d) If a lessor or the lessor's assignee voids a lease or contract under the provisions of this Section and the tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or lessor's assignee may seek relief under this Article IX. Notwithstanding Sections 9-112, 9-113, and 9-114 of this Code, judgment for costs against a plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith when the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency, the State's Attorney, or the municipality.

(e) After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(f) A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

(g) Nothing in this Section shall limit the rights of an owner or lessor to bring a forcible entry and detainer action on the basis of other applicable law.

### **Section 9-121. Sealing of court file.**

(a) Definition. As used in this Section, "court file" means the court file created when a forcible entry and detainer action is filed with the court.

(b) Discretionary sealing of court file. The court may order that a court file in a forcible entry and detainer action be placed under seal if the court finds that the plaintiff's action is sufficiently without a basis in fact or law, which may include a lack of jurisdiction, that placing the court file under seal is clearly in the interests of justice, and that those interests are not outweighed by the public's interest in knowing about the record.

(c) Mandatory sealing of court file. The court file relating to a forcible entry and detainer action brought against a tenant who would have lawful possession of the premises but for the foreclosure on the property shall be sealed pursuant to Section 15-1701.

## **PART 2. RECOVERY OF RENT; TERMINATION OF CERTAIN TENANCIES**

**Section 9-201. Recovery of rent.** The owner of lands, his or her executors or administrators, may sue for and recover rent therefor, or a fair and reasonable satisfaction for the use and occupation thereof, by a civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.
2. When lands are held and occupied by any person without any special agreement for rent.
3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or non-

compliance with the agreement, and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made by the vendee, or his or her representatives or assigns, may be set off against such rent.

4. When land has been sold upon a judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor, or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

**Section 9-202. Wilfully holding over.** If any tenant or any person who is in or comes into possession of any lands, tenements or hereditaments, by, from or under, or by collusion with the tenant, wilfully holds over any lands, tenements or hereditaments, after the expiration of his or her term or terms, and after demand made in writing, for the possession thereof, by his or her landlord, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, the person so holding over, shall, for the time the landlord or rightful owner is so kept out of possession, pay to the person so kept out of possession, or his or her legal representatives, at the rate of double the yearly value of the lands, tenements or hereditaments so detained to be recovered by a civil action.

**Section 9-203. Holding over after notice.** If any tenant gives notice of his or her intention to quit the premises which are held by him or her, at a time mentioned in such notice, at which time the tenant would have a right to quit by the lease, and does not accordingly deliver up possession thereof, such tenant shall pay to the landlord or lessor double the rent or sum which would otherwise be due, to be collected in the same manner as the rent otherwise due should have been collected.

**Section 9-204. Rent in arrears - Re-entry.** In all cases between landlord and tenant, where one-half year's rent is in arrears and unpaid, and the landlord or lessor to whom such rent is due has the right by law to re-enter for non-payment thereof, such landlord or lessor may, without any formal demand or re-entry, commence an action of ejectment for the recovery of the demised premises. In case judgment is entered in favor of the plaintiff in the action of ejectment before the rent in arrearage and costs of the action are paid, then the lease of the lands shall cease and be determined, unless the lessee shall by appeal reverse the judgment, or by petition filed within 6 months after the entry of such judgment, obtain relief from the same. However, any tenant may, at any time before final judgment on the ejectment, pay or tender to the landlord or lessor of the premises the amount of rent in arrears and costs of the action, whereupon the action of ejectment shall be dismissed.

**Section 9-205. Notice to terminate tenancy from year to year.** Except as provided in Section 9-206 of this Act, in all cases of tenancy from year to year, 60 days' notice, in writing, shall be sufficient to terminate the tenancy at the end of the year. The notice may be given at any time within 4 months preceding the last 60 days of the year.

**Section 9-206. Notice to terminate tenancy of farm land.** In order to terminate tenancies from year to year of farm lands, occupied on a crop share, livestock share, cash rent or other rental basis, the notice to quit shall be given in writing not less than 4 months prior to the end of the year of letting. Such notice may not be waived in a verbal lease. The notice to quit may be substantially in the following form:

To A.B.: You are hereby notified that I have elected to terminate your lease of the farm premises now occupied by you, being (here describe the premises) and you are hereby further notified to quit and

deliver up possession of the same to me at the end of the lease year, the last day of such year being (here insert the last day of the lease year).

**Section 9-206.1. Life tenancy termination; farmland leases.**

(a) Tenancies from year to year of farmland occupied on a crop share, livestock share, cash rent, or other rental basis in which the lessor is the life tenant or the representative of the life tenant shall continue until the end of the current lease year in which the life tenant's interest terminates unless otherwise provided in writing by the lessor and the lessee.

(b) Whenever the life tenancy of the lessor terminates not more than 6 months before the end of the tenancy of the lessee but before the beginning of the next crop year, the lessee of the farmlands is entitled to reasonable costs incurred in field preparation for the next crop year, payable by the succeeding life tenant or remainderman.

As used in this Section "farmland" means any property used primarily for the growing and harvesting of crops; the feeding, breeding and management of livestock; dairying, or any other agricultural or horticultural use or combination thereof, including, but not limited to, hay, grain, fruit, truck or vegetable crops, floriculture, mushroom growing, plant or tree nurseries, orchards, forestry, sod farming and greenhouses; the keeping, raising and feeding of livestock or poultry, including poultry, swine, sheep, beef cattle, ponies or horses; dairy farming; fur farming; beekeeping; or fish or wildlife farming.

**Section 9-207. Notice to terminate tenancy for less than a year.** In all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

In all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

**Section 9-208. Further demand.** Where a tenancy is terminated by notice, under either of the 2 preceding sections, no further demand is necessary before bringing an action under the statute in relation to forcible detainer or ejectment.

**Section 9-209. Demand for rent - Action for possession.** A landlord or his or her agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than 5 days after service thereof, the lease will be terminated. If the tenant does not within the time mentioned in such notice, pay the rent due, the landlord may consider the lease ended, and sue for the possession under the statute in relation to forcible entry and detainer, or maintain ejectment without further notice or demand. A claim for rent may be joined in the complaint, including a request for the pro rata amount of rent due for any period that a judgment is stayed, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an action of forcible entry and detainer for the possession of the leased premises, under this Section.

Notice made pursuant to this Section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for possession or ejectment pursuant to failure of the tenant to pay the rent demanded in the notice shall not invalidate the suit.

**Section 9-210. Notice to quit.** When default is made in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To A.B.: You are hereby notified that in consequence of your default in (here insert the character of the default) of the premises now occupied by you, being, etc., (here describe the premises) I have elected to terminate your lease, and you are hereby notified to quit and deliver up possession of the same to me within 10 days of this date (dated, etc.)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or termination of such tenancy is necessary.

**Section 9-211. Service of demand or notice.** Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises.

**Section 9-212. Evidence of service.** When such demand is made or notice served by an officer authorized to serve process, the officer's return is prima facie evidence of the facts therein stated, and if such demand is made or notice served by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated.

**Section 9-213. Expiration of term.** When the tenancy is for a certain period, and the term expires by the terms of the lease, the tenant is then bound to surrender possession, and no notice to quit or demand of possession is necessary.

**Section 9-213.1. Duty of landlord to mitigate damages.** After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.

**Section 9-214. Lease defined.** The term "lease," as used in Part 2 of Article IX of this Act, includes every letting, whether by verbal or written agreement.

**Section 9-215. Remedies available to grantee.** The grantees of any leased lands, tenements, rents or other hereditaments, or of the reversion thereof, the assignees of the lessor of any lease, and the heirs, legatees and personal representatives of the lessor, grantee or assignee, shall have the same remedies by action or otherwise, for the non-performance of any agreement in the lease, or for the recovery of any rent, or for the doing of any waste or other cause of forfeiture, as their grantor or lessor might have had if such reversion had remained in such lessor or grantor.

**Section 9-216. Remedies available to lessee.** The lessees of any lands, their assigns or personal representatives, shall have the same remedy, by action or otherwise, against the lessor, his or her

grantees, assignees or his, her or their representatives, for the breach of any agreement in such lease, as such lessee might have had against his or her immediate lessor. This section shall have no application to the covenants against incumbrances, or relating to the title or possession of the premises demised.

**Section 9-217. Rent recoverable by representative, from subtenant.** When a tenant for life demises any lands and dies on or after the day when any rent becomes due and payable, his or her executor or administrator may recover from the subtenant the whole rent due, but if such tenant for life dies, before the day when any rent is to become due, his or her executor or administrator may recover the proportion of rent which accrued before his or her death, and the remainder man shall recover for the residue.

**Section 9-218. Rent payments at business office.**

(a) If the lessor, or agent of the lessor, of residential real property, containing 100 or more residential units in either a single building or a complex of buildings, maintains a business office on the premises of the building or complex that has regularly scheduled office hours, then the lessor, or agent of the lessor, must accept rent payments from a lessee of any of those residential units at that business office during the regularly scheduled office hours and the lessor may not impose any penalty, fee, or charge for making rent payments in this manner that are otherwise considered timely under the lease, but the landlord may refuse to accept payment by cash when rent payments are made in this manner.

(b) This Section applies to each lease and other rental agreement in effect on the effective date of this amendatory Act of the 94th General Assembly unless there is specific language in that lease or other rental agreement that conflicts with the provisions of this Section. If any provision of a lease or other rental agreement entered into, extended, or renewed on or after the effective date of this amendatory Act of the 94th General Assembly conflicts with the provisions of this Section, then that provision of the lease or other rental agreement is void and unenforceable.

**PART 3. DISTRESS FOR RENT**

**Section 9-301. Property subject to distraint.** In all cases of distress for rent, the landlord, by himself or herself, his or her agent or attorney, may seize for rent any personal property of his or her tenant that may be found in the county where such tenant resides, and in no case shall the property of any other person, although the same may be found on the premises, be liable to seizure for rent due from such tenant.

**Section 9-302. Filing of distress warrant with inventory.** The person making such distress shall immediately file with the clerk of the circuit court a copy of the distress warrant, together with an inventory of the property levied upon.

**Section 9-303. Summons and return.** Upon the filing of such copy of distress warrant and inventory, the clerk shall issue a summons against the party against whom the distress warrant has been issued, returnable as summons in other civil cases.

**Section 9-304. Notice to non-residents.** When it appears, by affidavit filed in the court where such proceeding is pending, that the defendant is a nonresident or has departed from this state, or on due inquiry cannot be found, or is concealed within this state, and the affiant states the place of residence of the defendant, if known, and if not known, that upon diligent inquiry he or she has not been able to ascertain the same, notice may be given as in attachment cases.

**Section 9-305. Proceedings - Pleading.** The action shall thereafter proceed in the same manner as in case of attachment before the court. It shall not be necessary for the plaintiff in any case to file a

complaint, but the distress warrant shall stand as a complaint and shall be amendable, as complaints in other civil cases, but no such amendment shall in any way affect any liabilities that have accrued in the execution of such warrant.

**Section 9-306. Counterclaim - Defenses.** The defendant may file a counterclaim as in other civil actions or other defense which would have been proper if the action had been for the rent, and with like effect.

**Section 9-307. Judgment for plaintiff.** If the plaintiff recovers, judgment shall be entered in favor of plaintiff, for the amount which the court finds to be due the plaintiff.

**Section 9-308. Effect of judgment against defendant.** After the defendant is served with process or appears in the action, the judgment shall have the same force and effect as if served by summons, and the judgment may be enforced, not only against the property distrained, but also against the other property of the defendant. But the property distrained, if the same has not been replevied or released from seizure, shall be first sold.

**Section 9-309. Judgment by default.** When publication of notice, as provided by law, but the defendant is not served with process and does not appear, judgment by default may be entered, and the plaintiff may recover the amount due him or her for rent at the time of issuing the distress warrant, and enforcement may be had against the property distrained, but no enforcement may be had against any other property of the defendant.

**Section 9-310. Judgment in favor of defendant - Counterclaim.** If the judgment is in favor of the defendant, the defendant shall recover costs and judgment shall be entered for the return to the defendant of the property distrained, unless the same has been replevied or released from such distress. If a counterclaim is interposed, and it is determined by the court that a balance is due from the plaintiff to the defendant, judgment shall be entered in favor of the defendant.

**Section 9-311. Bond for release of property.** When any distress warrant is levied, the person whose property is distrained, may release the same by entering into bond in double the amount of the rent claimed, payable to the landlord, with sufficient sureties, to be approved by the person making the levy, if the bond is tendered before the filing of a copy of the warrant, as provided in Part 3 of Article IX of this Act, or if after, by the clerk of the court in which the action is pending, conditioned to pay whatever judgment the landlord may recover in the action, with costs of the action. If the bond is taken before the filing of a copy of the distress warrant, such bond shall be filed therewith, and if taken after the filing of a copy of the distress warrant, it shall be filed in the office of the clerk of the court where the action is pending.

**Section 9-312. Perishable property.** If any property distrained is of a perishable nature and in danger of immediate waste or decay, and is not replevied or bonded, the landlord or his or her agent or attorney may, upon giving notice to the defendant or his or her attorney, or if neither can be found, without any notice, apply to the court in which the action is pending describing the property, and showing that it is so in danger, and if the court is satisfied that the property is of a perishable nature and in danger of immediate waste or decay, and if the defendant or his or her attorney is not served with notice, or does not appear, that neither the defendant nor the attorney can be found, the court may enter an order to the person having possession of the property, directing the sale thereof upon such time and notice, terms and conditions as the court shall deem for the best interests of the parties concerned. The money resulting

from such sale shall be deposited with the clerk of the court in which the action is pending, there to abide the event of the action.

**Section 9-313. Limitation.** The right of the landlord to distrain the personal goods of the tenant, shall continue for the period of 6 months after the expiration of the term for which the premises were demised or the tenancy is terminated.

**Section 9-314. Distress for products and labor.** When the rent is payable wholly or in part in specific articles of property or products of the premises, or labor, the landlord may distrain for the value of such articles, products or labor.

**Section 9-315. Exemption.** The same articles of personal property which are, by law, exempt from the enforcement of a judgment thereon, except the crops grown or growing upon the demised premises, shall also be exempt from distress for rent.

**Section 9-316. Lien upon crops.** Every landlord shall have a lien upon the crops grown or growing upon the demised premises for the rent thereof, whether the same is payable wholly or in part in money or specific articles of property or products of the premises, or labor, and also for the faithful performance of the terms of the lease. Such lien shall continue for the period of 6 months after the expiration of the term for which the premises are demised, and may be enforced by distraint as provided in Part 3 of Article IX of this Act.

A good faith purchaser shall, however, take such crops free of any landlord's lien unless, within 6 months prior to the purchase, the landlord provides written notice of his lien to the purchaser by registered or certified mail. Such notice shall contain the names and addresses of the landlord and tenant, and clearly identify the leased property.

A landlord may require that, prior to his tenant's selling any crops grown on the demised premises, the tenant disclose the name of the person to whom the tenant intends to sell those crops. Where such a requirement has been imposed, the tenant shall not sell the crops to any person other than a person who has been disclosed to the landlord as a potential buyer of the crops.

A lien arising under this Section shall have priority over any agricultural lien as defined in, and over any security interest arising under, provisions of Article 9 of the Uniform Commercial Code.

**Section 9-316.1. Tenant's duty to disclose to landlord identity of vendee of crops.**

(a) Where, pursuant to Section 9-316, a landlord has required that, before the tenant sells crops grown on the demised premises, the tenant disclose to the landlord the persons to whom the tenant intends to sell such crops, it is unlawful for the tenant to sell the crops to a person other than a person so disclosed to the landlord.

(b) An individual who knowingly violates this Section is guilty of a Class A misdemeanor.

(c) A corporation convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$2000 nor more than \$10,000.

(d) In the event the tenant is a corporation or a partnership, any officer, director, manager or managerial agent of the tenant who violates this Section or causes the tenant to violate this Section is guilty of a Class A misdemeanor.

(e) It is an affirmative defense to a prosecution for the violation of this Section that the tenant has paid to the landlord the proceeds from the sale of the crops within 10 days after such sale.

**Section 9-317. Landlord's right against sublessee.** In all cases when the leased premises are sublet, or the lease is assigned, the landlord shall have the same right to enforce his or her lien against the sublessee or assignee, that the landlord has against the tenant to whom the premises were leased.

**Section 9-318. Abandonment of premises.** When a tenant abandons or removes from the premises or any part thereof, the landlord or his or her agent or attorney may seize upon any grain or other crops grown or growing upon the premises or part thereof so abandoned, whether the rent is due or not. If such grain or other crops or any part thereof is not fully grown or matured, the landlord or his or her agent or attorney shall cause the same to be properly cultivated and harvested or gathered, and may sell and dispose of the same, and apply the proceeds, so far as may be necessary, to compensate for his or her labor and expenses, and to pay the rent. The tenant may, at any time before the sale of the property so seized, redeem the same by tendering the rent due and the reasonable compensation and expenses of the cultivation and harvesting or gathering the same, or the tenant may replevy the property seized.

**Section 9-319. Removal of fixture.** Subject to the right of the landlord to distrain for rent, a tenant has the right to remove from the leased premises all removable fixtures erected thereon by him or her during the term of the lease, or of any renewal thereof, or of any successive leasing of the premises while the tenant remains in possession in the character of a tenant.

**Section 9-320. Notice by nonresident owner.** (a) An owner of residential real property containing more than 4 living units, who does not reside or maintain an office therein and does not employ a manager or agent who resides or maintains an office therein, shall:

(1) post or cause to be posted on such residential real property adjacent to the mailboxes or within the interior of such residential real property in a location visible to all the residents, a notice of not less than 20 square inches in size bearing:

(i) the name, address and telephone number of the person responsible for managing the building; and

(ii) the name, address and telephone number of the company or companies insuring such residential real property against loss or damage by fire or explosion or if the residential real property is not insured, that shall be stated in the notice; and

(2) within 24 hours from the time such owner is notified that any company or companies insuring such residential real property against loss or damage by fire or explosion has cancelled such insurance, post or cause to be posted in the manner provided in subparagraph (1) notice of such cancellation.

(b) In lieu of the requirement for posting the notices prescribed in subsection (a) of this Section and the owner's managing agent may include such notice in a written rental or lease agreement or may give such notice by first class mail addressed to the lessee or renter.

(c) Failure to give any notice required by this Section is a petty offense and shall subject the owner to pay a fine of not more than \$100 per day of violation.

**Section 9-321. Distress before rent due.** If any tenant shall, without the consent of his or her landlord, sell and remove, or permit to be removed, or be about to sell and remove, or permit to be removed, from the demised premises, such part or portion of the crops raised thereon, as shall endanger the lien of the landlord upon such crops for the rent agreed to be paid, it is lawful for the landlord to institute proceedings by distress before the rent is due, as is now provided by law, in case of the removal of the

tenant from the demised premises; and thereafter the proceedings shall be conducted in the same manner as is now provided by law in ordinary cases of distress, where the rent is due and unpaid.

*This copy of the Forcible Entry and Detainer Act is provided compliments of:*

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