

Residential Tenants Right to Repair Act

An Act in Relation to Property

Public Act 093-0891

Effective Date: 1/1/2005

SB2988 Enrolled

LRB093 20652 WGH 46501 b

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 Residential Tenants' Right to Repair Act.

Section 5. Repair - Deduction from Rent

If a repair is required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, the tenant may notify the landlord in writing by registered or certified mail to the address of landlord or an agent of the landlord as indicated on the lease agreement. If address is not listed, tenant may send notice to landlord's last known address of their intention to have the repair(s) made at the landlord's expense. If landlord fails to make the repair within 14 days after being notified by the tenant or more promptly as conditions require in the case of an emergency, tenant may have the repair made in a workmanlike manner and in compliance with the appropriate laws. Emergencies include conditions that will cause irreparable harm to the apt. or any fixture attached to the apt. if not immediately repaired or any condition that poses an immediate threat to the health or safety of any occupant of the dwelling or any common area. After submitting to the landlord a paid bill from an appropriate tradesman or supplier unrelated to the tenant, the tenant may deduct from his or her rent the amount of the bill, not to exceed the limits specified by this Section and not to exceed the reasonable price then customarily charged for the repair.

If not clearly indicated on the bill submitted by the tenant, the tenant will provide to the landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services.

A tenant may not repair at the landlord's expense if the condition was caused by deliberate or negligent acts of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

Section 10. Exceptions

This Act does not apply to:

- (a) Public housing as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and any successor Act

(b) This Act does not apply to condominiums

(c) This Act does not apply to not-for-profits organized for purpose of residential cooperatives

(d) This Act does not apply to tenancies other than residential tenancies

(e) This Act does not apply to owner-occupied rental property containing 6 or fewer dwelling units

(f) This Act does not apply to dwelling units subject to the Mobile Home Landlord and Tenant Rights Act

Section 15. Tenant Liabilities & Responsibilities

The tenant is responsible for ensuring that:

(1) the repairs are performed in a workmanlike manner in compliance with the appropriate law, administrative rule, or local ordinance or regulation;

(2) the tradesman or supplier that is hired by the tenant to perform the repairs holds the appropriate valid license or certificate required by State or municipal law to make the repair; and

(3) the tradesman or supplier is adequately insured to cover any bodily harm or property damage that is caused by the negligence or substandard performance of the repairs by the tradesman or supplier. The tenant is responsible for any damages to the premises caused by a tradesman or supplier hired by the tenant. A tenant shall not be entitled to exercise the remedies provided for in this Act if the tenant does not comply with the requirements of this Section.

Section 20. Defense to Eviction

In evictions court, a tenant may not assert as a defense to an action for rent or eviction, that rent was withheld under this Act; unless the tenant meets all the requirements provided for in this Act

Section 25. Mechanics Lien Laws

For purposes of mechanics lien laws, repairs performed or materials furnished pursuant to this Act shall not be construed as having been performed or furnished pursuant to authority of or with the landlord's permission.

Section 30. Home Rule

A home rule unit may not regulate residential lease agreements in a manner that diminishes the rights of tenants under this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on concurrent exercise by home rule units of powers and functions exercised by the State.