

Section 1. Short Title.

This Act may be cited as the COVID-19 EMERGENCY AND ECONOMIC RECOVERY RENTER AND HOMEOWNER PROTECTION ACT.

An ACT to temporarily protect renters, homeowners, and persons in need of housing due to the COVID-19 pandemic and economic crisis.

Section 2. Purpose and Findings.

The purpose of this Act is to protect renters, homeowners, and persons in need of housing, based upon the following findings:

WHEREAS, international, national, state, and local governments and health authorities are responding to an outbreak of a disease caused by the novel coronavirus referred to as COVID-19;

WHEREAS, African Americans and Latinx households in the State of Illinois are at disproportionate risk of exposure to and the contraction of COVID-19 and to economic effects of this pandemic;

WHEREAS, on March 12, 2020, the Governor of the State of Illinois issued a disaster declaration proclamation in Illinois as a result of the threat of COVID-19;

WHEREAS, on March 26, the President of the United States declared that a major disaster exists in the State of Illinois and ordered Federal assistance to supplement State, tribal, and local recovery efforts in the areas affected by the Coronavirus Disease 2019 (COVID-19) pandemic beginning on January 20, 2020 and continuing;

WHEREAS, on April 2, 2020, the Governor of the State of Illinois issued a second disaster declaration proclamation in Illinois as a result of the threat of COVID-19;

WHEREAS, on April 30, 2020, the Governor of the State of Illinois issued a third disaster declaration proclamation in Illinois as a result of the threat of COVID-19;

WHEREAS, the Centers for Disease Control and Prevention and the Illinois Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, shutting down all non-essential businesses, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus;

WHEREAS, experts predict a vaccine will not be approved for at least a year, and the World Health Organization has stated “[t]here is currently no evidence that people who have recovered from COVID-19 and have antibodies are protected from a second infection”;

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in the State of Illinois have experienced or expect soon to experience sudden and unexpected income loss;

WHEREAS, a quarter of Illinois's workforce is employed in industries directly impacted by the closure of non-essential services as recommended by health authorities, and unemployment claims in the State are exceeding levels from the 2008 Great Recession;

WHEREAS, further long-term economic impacts are anticipated, with reliable forecasts of 30% unemployment rate in the second quarter of 2020, leaving residential and commercial tenants vulnerable to eviction and homeowners vulnerable to foreclosure;

WHEREAS, the Governor of the State of Illinois has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks;

WHEREAS, before COVID-19, over half of Illinois low-income renters were already rent-burdened, and the rate of underwater mortgages in Illinois was one of the highest in the nation;

WHEREAS, 31% of adults in a nationally representative sample taken during the pandemic report that they are worried that they cannot pay rent, a mortgage, or utilities;

WHEREAS, during this emergency and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement to prevent housed individuals from falling into homelessness;

WHEREAS, on March 20, 2020, the Governor issued Executive Order 2020-10, which instructed authorities to cease enforcement of orders for residential evictions;

WHEREAS, on March 18, 2020, the Illinois Commerce Commission required all private water, electric and natural gas utilities in Illinois to suspend service disconnections, waive late-payment penalties, and implement temporary flexible credit and payment procedure to ensure all customers remain connected to essential utility service;

WHEREAS, on April 23, 2020, the Governor issued Executive Order 2020-30, which further prohibited persons and entities from commencing residential eviction actions in most cases and ceasing the enforcement of eviction orders for most non-residential premises;

WHEREAS, unpaid rent, late fees, and court costs are currently accruing against residential and commercial tenants and will be demanded by landlords after the expiration of the emergency period;

WHEREAS, public health is endangered if tenants will face immediate demand for the entire sum after the emergency period expires, the courts are clogged with thousands of additional eviction court filings, tenants leave their homes and enter into homelessness in order to avoid an eviction filing, resulting in a chaotic displacement process.

WHEREAS, involuntary displacement caused by an eviction interrupts a child's education, causing them to have lower school achievement and delayed literacy skills, and are more likely to be truant and threatens their social and emotional security, and adversely impacts families in the form of stress and exposure to substandard housing with environmental hazards;

WHEREAS, the State of Illinois needs to ensure that returning citizens have fair and equitable access to housing, that persons who have or who are perceived to have COVID-19 are protected from housing discrimination, and that renters and homeowners cannot be discriminated against for relying upon third-party sources of financial support to pay their rent and mortgages;

WHEREAS, the State of Illinois deems it necessary to protect public health, life, and property during this declared state of emergency by protecting small business commercial and residential tenants and homeowners from certain evictions and foreclosures and other hardships during this public health and economic crisis;

Section 3. Effective Date and Sunset.

This Act is effective upon enactment and through the end of the COVID-19 Emergency and Economic Recovery Period.

For purposes of this Act, the "COVID-19 Emergency and Economic Recovery Period" means the period beginning on March 9, 2020, when the Governor issued the first disaster proclamation for the State of Illinois to address the circumstances related to COVID-19, and ending on the first day of the month following a month in which both the published statewide unemployment rate is no more than 1.5 percentage points higher than the statewide unemployment rate for February 2020, and the published statewide unemployment rate has decreased in two of the previous three months. However, if a Gubernatorial Disaster Proclamation issued to address circumstances related to COVID-19 is still in effect on that date, the Period expires 45 days after that proclamation expires.

Except for the provisions in Sections 5, 6, 10, and 17(a) of this Act, which expire 180 days after passage of this Act, the provisions of this Act become effective upon enactment and remain in effect until the end of the COVID-19 Emergency and Economic Recovery Period.

Section 4. Definitions.

As used in this Act:

"COVID-19 Related Hardship" means any negative financial, medical, or other impact, on an individual or household because of COVID-19 and associated governmental orders, including diagnosis of the individual or household member with COVID-19, where such persons

are advised to self-quarantine by a health care provider; loss of income, furlough, hour reduction or other interruption to employment due to workplace, school, and other facility closures; or increased household, childcare, health care or other expenses.

“Dwelling unit” means a building, structure, or part of a building or structure or land appurtenant to a building or structure, a manufactured home rental unit or lot as defined in Section 3 of the Mobile Home Landlord and Tenant Rights Act, or other residential real estate used or held out for human habitation, together with all common areas and storage areas held out for use by the resident.

“Eviction” or “to evict” means using any judicial or non-judicial means to involuntarily remove a resident from a dwelling unit or a small business commercial premises, including but not limited to:

- (a) Issuing an eviction notice or other notice to terminate a tenancy;
- (b) Filing, serving, or other otherwise initiating a judicial eviction action;
- (c) Prosecuting a pending eviction action, other than as necessary to request a continuance or suspension of the matter or to comply with an order of the tribunal; or
- (d) Seeking or causing any order for the physical eviction of a resident to be executed.

“Eviction action” means any judicial or administrative proceeding that seeks recovery of possession of a dwelling unit or small business commercial premises from a resident.

“Eviction order” means any order entered in an eviction action that directs or authorizes the removal of a resident from a dwelling unit or a small business commercial premises. This does not include an order entered to remove a resident who is the perpetrator of that violence in order to protect another resident or tenant from domestic violence, sexual violence, dating violence, or stalking. This does not include an order restoring a resident to possession of the dwelling unit entered under subsection (e) of Section 10.

“Eviction notice” means any notice directing a resident to vacate the dwelling unit or small business commercial premises or otherwise purporting to terminate a tenancy.

“Landlord” means an owner of record, agent, lessor, sublessor, court-appointed receiver or master, mortgagee in possession or the successor in interest of any of them, of a dwelling unit, or the building of which it is part, and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of the receipts to another person. "Landlord" includes the owner of a mobile home park.

“Material Economic Hardship” to a landlord means that persons enduring the hardship would have to limit spending on household necessities. Reduction in savings, profit margins, discretionary spending, or nonessential assets shall not constitute material economic hardship. In

case the landlord is a limited liability company, their assets and liabilities are to be adjudged with consideration of their individual members, parent companies, umbrella, and series corporations and related organizations.

“Material Violation” means a substantial disruption that adversely affects the health or safety of any person in the premises. The conduct must create a high probability of or actually cause harm. Mere conjecture about a possible consequence of a tenant’s conduct is insufficient. The harm must not be business or economic and must additionally be beyond mere annoyance.

“Moratorium period” or “moratorium” means the 180-day period beginning on the date of enactment of this Act.

“Premises” means the dwelling unit and the building or structure of which it is a part, facilities and appurtenances therein, and grounds, areas and facilities held out for the use of residents.

“Rental agreement” means every letting or lease, whether by written or verbal agreement, of a dwelling unit or small business commercial premises.

“Residential landlord” means an owner of record, agent, lessor, sublessor, court-appointed receiver or master, mortgagee in possession or the successor in interest of any of them, of a dwelling unit, or the building of which it is part, and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of the receipts to another person. "Landlord" includes the owner of a mobile home park.

“Residential tenant” means a person entitled by written or verbal agreement, sub-tenancy approved by the landlord or by sufferance to occupy a dwelling unit to the exclusion of others, including members of a tenant’s household occupying the dwelling unit.

“Small business commercial landlord” means an owner of record, agent, lessor, sublessor, court-appointed receiver or master, mortgagee in possession or the successor in interest of any of them, of a small business commercial premises or the building of which it is part, and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of the receipts to another person.

“Small business commercial premises” means any parcel of real property that is developed and used either in part or in whole for commercial purposes by a business that is not a part of a multi-national corporation and where it has less than 25 employees and the average income per employee is \$50,000 or less.

“Small business commercial tenant” means a commercial tenant that is not a part of a multi-national corporation and who has less than 25 employees and the average income per employee is \$50,000 or less.

“Statewide unemployment rate” means the official seasonally adjusted unemployment rate provided by the U.S. Bureau of Labor Statistics and published monthly by the Illinois Department of Economic Security.

“Tenancy” means the occupation or use of a dwelling unit under a rental agreement.

“Tenant” means a resident or occupant of a dwelling unit.

The terms “to evict”, “eviction”, “eviction action”, “eviction notice”, “eviction order”, and “rental agreement” only apply to small business commercial premises, small business commercial tenants, and small business commercial landlords in Section 10 of the Act.

Section 5. Residential Rent and Mortgage Cancellation and Relief.

(a) Residential Rent Cancellation.

(1) Cancellation. Subject to appropriations in furtherance of subsection (c), there is hereby declared a cancellation of rental debt accrued to any residential tenant in the state who has experienced a COVID-19 Related Hardship during the moratorium period.

(2) Prohibitions:

(i) On Fines. No residential landlord shall charge a fine or fee to a residential tenant for nonpayment of rent in accordance with subsection (a)(1), including late fees and liquidated or other damages, and such nonpayment of rent shall not be grounds for the issuance of any eviction notice or initiation of any eviction action.

(ii) On Debt. No residential tenant may be treated by any individual or entity as accruing any debt for reason of suspending their rent under subsection(a)(1).

(iii) On Repayment. No residential tenant or household may be held liable by any person or entity for repayment of any amount of rent suspended under subsection(a)(1).

(iv) On Credit Scores. The nonpayment of rent by a residential tenant shall not be reported to a consumer reporting agency or tenant screening agency, nor shall such nonpayment adversely affect a residential tenant’s credit score.

(b) Mortgage Payments.

(1) Cancellation. Notwithstanding any other provision of law, and subject to appropriations in furtherance of subsection (c), the obligation of each mortgagor

to make mortgage payments of principal and interest that come due during the moratorium period are hereby cancelled.

(c) Residential Housing Relief Fund.

- (1) Establishment. The Illinois Housing Development Authority (“IHDA” or “Department”) shall establish a Residential Housing Relief Fund (“Fund”) to provide payments under this section to:
 - (i) Compensate residential landlords and mortgagees for certain rental and mortgage amounts cancelled under subsection (a) and (b);
 - (ii) Provide assistance to residential tenants who need to move;
 - (iii) Provide assistance to mortgagors unable to make certain mortgage payments after the moratorium expires; and
 - (iv) Provide assistance to residential tenants who are unable to make certain rental payments after the moratorium expires.
- (2) Application. IHDA shall allocate funds to local administering agencies for distribution to residential landlords, residential tenants, and mortgagors of dwelling units subject to subsections (a)(1) and (b)(1) and further administrative requirements as set forth by IHDA.
- (3) Priority. IHDA shall develop standards by which to determine the priority of payments under this section. IHDA’s standards will prioritize funding eligibility in the following manner:
 - (i) Prioritize residential landlords that demonstrate that rent cancellation created a Material Economic Hardship;
 - (ii) Prioritize mortgagors who are at risk of foreclosure, despite the protections in Section 7 of this Act, due to a COVID-19 Related Hardship, as well as mortgagors whose secured property is in a neighborhood or ZIP code experiencing high levels of poverty when compared to the state as a whole;
 - (iii) Prioritize residential tenants at or below 60% of the Area Median Income for the State of Illinois;
 - (iv) Prioritize state or other funds for residential landlords, mortgagees, or residential tenants not eligible for federal funds.
- (4) Requirements. The Department and local administering agencies may provide a payment under this section only with respect to residential landlords that enter

into binding agreements with the Department or local administering agencies to ensure that during the period that a residential landlord receives payment under this section for occupancy of a dwelling unit, such dwelling unit shall be subject to the following requirements:

- (i) Debt Collectors. The residential landlord may not report the residential tenant of the dwelling unit to a debt collector or provide any adverse information regarding the residential tenant to any credit reporting agency. Residential landlords shall be bound to this requirement even after the time the residential landlord received reimbursement under this Section.
- (5) Recapture. If a residential landlord violates any requirement with respect to a covered rental dwelling unit under any certification or agreement entered into pursuant to subsection (c)(4), the Department or the local administering agencies shall have the right to recapture from the residential landlord an amount equal to the entire amount of assistance provided under this section that is attributable to such dwelling unit and recover such amount recaptured into the Fund.
- (6) Amount. In general the amount of a payment under this section cannot exceed the aggregate amount of rent for the dwelling unit suspended pursuant to (a)(1) and attributable only to days during the moratorium period that the dwelling unit was occupied by a residential tenant otherwise required to pay rent.
- (7) Reimbursement for rent paid by residential tenants. The amount of payment with respect to a covered dwelling unit shall be reduced by the amount of payment made to the landlord from the Residential Relief Fund in connection to the tenant's use and occupancy.

This Section is subject to appropriations.

Section 6. Foreclosure Moratorium

- (a) Notwithstanding any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5 *et seq.*, from the effective date of this Act and for the moratorium period, no mortgagee or servicer or creditor or trustee, unless a shorter time is required by federal law, shall for the purposes of foreclosure of a residential property as defined by 735 ILCS 5/15-1219:
 - (1) Initiate or continue a foreclosure action;
 - (2) Cause notice of a foreclosure to be published;
 - (3) Exercise the power of a judicial sale; or
 - (4) Pursue an eviction order or execution thereof.

- (b) All time deadlines related to the foreclosure proceeding, including the running of any redemption period, is tolled for the duration of the moratorium period.
- (c) Each judicial subcircuit shall establish a Foreclosure Mediation program consistent with Illinois Supreme Court Rule 99 to begin upon the expiration of the moratorium period.
- (d) Notwithstanding any provision of the Illinois Condominium Property Act, 765 ILCS 605, or any other provision of Illinois law, the board of managers of a condominium association may not, for the duration of the COVID-19 Emergency and Economic Recovery Period:
 - (1) Impose charges or levy fines against any unit owner who fails to make any payment of the common expenses when due; or
 - (2) Record a lien against the property interest of a unit owner who fails to make any payment of the common expenses when due; or
 - (3) Evict a homeowner or residential tenant for a COVID-19 Related Hardship.

Section 7. Homeowner Protections.

- (a) Notwithstanding any provision of the Illinois Residential Mortgage License Act of 1987 205 ILCS 635, or any other provision of Illinois law, during the COVID-19 Emergency and Economic Recovery Period, each entity that holds mortgage servicing rights, including entities that service their own loans, to a residential mortgage loan under the jurisdiction of the Illinois Department of Financial and Professional Regulation shall develop a forbearance program for borrowers within 45 days of the enactment date of this legislation that, at a minimum:
 - (1) Grants at least a 180-day forbearance period to make ongoing installment payments for all applicable principal, interest, taxes, insurance, and association fees, renewable for one additional period of 180 days, of mortgage payments for borrowers;
 - (2) Waives any late fee, processing fee, penalties, or other charges due to failure to make scheduled payments in connection with forbearance or any other fees accrued during the pendency of the forbearance period or public health emergency; and
 - (3) Does not report to a credit reporting agency any delinquency or other derogatory information as a result of the deferral.

Such forbearance program shall be provided to borrowers who request forbearance and affirm that they are experiencing a COVID-19 Related Hardship.

- (b) The mortgage servicer shall establish application criteria and procedures for borrowers to apply for loss mitigation options following the termination of forbearance program that requires that either:
- (1) the loan repayment term shall be extended in monthly increments to match the number of delinquent payments in order to maintain pre-forbearance payment levels; or
 - (2) The loan be modified by capitalizing the deferred arrearages into the principal balance and extending the loan repayment term to reach an affordable payment for the borrower; or
 - (3) The forborne principal, interest, and escrow advances be converted to a non-interest-bearing lien payable when the property is sold or the loan paid off.
- (c) In response to a borrower inquiry about forbearance options and prior to approving a request for forbearance, the mortgage servicer shall provide the borrower with a complete and accurate description of the forbearance options and procedures for requesting forbearance that includes a description of the post-forbearance options for reinstatement of the mortgage loan. This written notice shall be provided in English and Spanish and shall be in any other language where the servicer regularly communicates with the borrower in that language.
- (d) The mortgage servicer shall approve each application for post-forbearance loss mitigation in which a borrower:
- (1) Affirms to the mortgage servicer that they have suffered a COVID-19 Related Hardship, including an existing delinquency or future ability to make payments; and
 - (2) Affirms the ability to pay the forbearance payment through one of the options in paragraph (b).
- (e) A mortgage servicer who receives a request for forbearance pursuant to this section shall retain the request, whether approved or denied, for at least 3 years after final payment is made on the mortgage or the mortgage is sold, whichever occurs first. Upon request, a mortgage servicer shall make an application for forbearance available to the Commissioner.
- (f) A mortgage servicer shall be prohibited from requiring a lump sum payment of the principal, interest, and escrow amounts from any borrower making payments under a forbearance payment program pursuant to subsection (b) of this section, subject to investor guidelines, except where such lump sum payment is due at the end of the loan term or upon sale, transfer, or refinance of the loan.
- (1) Only servicers and lenders that can establish that they are contractually barred from providing the forbearance relief to the satisfaction of the Commissioner shall be

exempted from compliance with this Section. The servicer must inform the borrower and the Commissioner of any exemption claim at the time of the borrower's request for relief. The servicer must document the exemption claim with reference to specific contract provisions applicable to the loan.

- (g) A person or business whose request for forbearance is denied may file a written complaint with the Commissioner. The Commissioner is authorized to investigate the complaint in accordance with Section 4-6 of the Illinois Residential Mortgage License Act of 1987. Nothing in this subsection shall limit the borrower's rights with respect to Section 24 of this Act.
- (h) A borrower receiving a mortgage forbearance pursuant to subsection (b) of this Section on a property that has a tenant shall reduce the rent charged for the property to any tenant during the period of time in which there is mortgage forbearance in place in an amount proportional to the reduced mortgage amount paid by the borrower to the mortgage servicer. The borrower shall notify the tenant(s) in writing of the forbearance, explaining with specificity the rent reduction, within 30 days of approval of the forbearance.
- (i) To the extent necessary to conform with the provisions of this Section, the exemptions in Section 1-4, subsection (d), of the Illinois Residential Mortgage License Act of 1987 are waived for the duration of the COVID-19 Emergency and Economic Recovery Period.

Section 8. Property Tax Relief

Section 9. Eviction Act Preemption.

For the duration of the COVID-19 Emergency and Economic Recovery Period, the Illinois Eviction Act, 735 ILCS 5/9-101 *et seq.*, is preempted, but only to the extent any of its provisions conflict with any provision of this Act.

Section 10. Moratorium on Residential and Small Business Commercial Premises Eviction; Enforcement; Expiration.

- (a) There is hereby declared a moratorium on evictions from residential and small business commercial premises in the state that shall remain in effect until the expiration of the moratorium period.
- (b) Except as provided in subsection (c) of this Section, during the moratorium:
 - (1) No person or entity shall evict or attempt to evict a residential tenant or small business commercial tenant from a dwelling unit or small business commercial premises;

- (2) Any eviction notice issued during the moratorium period is invalid and shall not be deemed to have terminated the residential or small business commercial tenancy;
 - (3) No court shall accept any filings, including a complaint, summons, or motion, other than those authorized under subsection (c), in an eviction action, or hear or decide any matter, or enter a judgment in favor of the plaintiff for eviction, rent, or other remedies that may have otherwise been permitted by law. Any deadline or time period for action by a party to an eviction action, including the time to appeal a judgment, is tolled during the moratorium period.
 - (4) No sheriff, local law enforcement, or any other person or entity may serve process or attempt to serve process for an eviction action. Any process served during the moratorium is insufficient service of process and will not confer jurisdiction on the court.
- (c) This moratorium does not prevent a residential landlord from taking any legal action to protect other residential tenants, by evicting or otherwise barring from the premises any person who poses a credible threat of violence to other residential tenants at the premises.
 - (d) This Act shall not be interpreted as restricting or eliminating a residential tenant's ability to file, and a court's ability to hold a hearing and issue a ruling on, a motion to seal under Section 15 of this Act.
 - (e) Any residential or small business commercial tenant dispossessed of a dwelling unit or small business commercial premises in violation of subsection (b) may bring a cause of action in a court of competent jurisdiction to regain possession of such dwelling unit or small business commercial premises. Such a claim shall constitute an emergency and shall be scheduled by the court for a hearing as soon as practicable.
 - (f) Nothing in this section prohibits:
 - (1) A residential or small business commercial tenant from terminating a rental agreement in a manner otherwise prescribed by contract or law; or
 - (2) The termination of a residential or small business commercial tenancy by mutual agreement.

Section 11. Post-Moratorium Permitted Residential Eviction Actions and Process.

- (a) After expiration of the moratorium period, a residential landlord may only seek possession of a dwelling unit for just cause and pursuant to advance written notice stating such cause and terminating the rental agreement, as provided in Section 12. A residential landlord shall have just cause to seek possession if:

- (1) Rent that accrued after expiration of the moratorium period is delinquent and the residential tenant fails to pay such delinquent rent within 30 days of service of a written notice under subsection (b) of Section 12. If the rent, together with filing fees and fees for service of process, is paid before enforcement of the eviction order, then the residential landlord shall, within seven days of payment, file a motion with the court to vacate the eviction order and to dismiss the court case;
 - (2) The residential landlord and residential tenant have entered into an Equitable and Reasonable Payment Plan and the residential tenant has failed to comply with the terms of Payment Plan with 14 days of service written notice subsection (c) of Section 12. If the rent, together with filing fees and fees for service of process, is paid before enforcement of the eviction order, then the residential landlord shall, within seven days of payment, file a motion with the court to vacate the eviction order and to dismiss the court case; or
 - (3) The residential tenant has materially violated the rental agreement and fails to cure the violation within 30 days of service of written notice under section subsection (d) of Section 12, or if the residential tenant has notified the residential landlord that the violation is related to a COVID-19 Related Hardship, fails to cure the violation with 60 days of service of such notice. A residential tenant's failure to pay rent or other amounts due under the rental agreement is not a material violation under this section. A residential tenant's failure to surrender possession of the dwelling unit after the expiration of the tenant's rental agreement is not a material violation under this section.
- (b) No residential landlord shall issue an eviction notice based on nonpayment of rent that accrued for the tenant's use and occupancy of the dwelling unit during the moratorium period, nor may a residential landlord commence or maintain any eviction action based on such nonpayment. Nothing with respect to this Section prohibits a residential landlord from bringing a claim for rental debt for the tenant's use and occupancy of the dwelling unit that accrues after the expiration of the moratorium period, in the manner described in Illinois Supreme Court Rules 281 through 289.
- (c) A residential landlord may not commence an eviction action until the requirements of this Section have been satisfied. Any action commenced without first satisfying such requirements shall be dismissed and the court file pertaining to such action shall be ordered sealed by the court.
- (d) A residential landlord must notify a residential tenant of their rights and obligations under this Act not less than 60 days prior to termination of such residential tenant's rental agreement, and not on a date prior to the expiration of the moratorium. Such notice shall be:
- (1) In writing, headed in boldface 14-point type, in the language the residential landlord commonly uses to communicate with the residential tenant, titled

“Important Notice for Tenants”, shall include the date the notice was served, and shall state the following in 14-point type:

“This is not a notice to vacate the rental unit. Your landlord cannot terminate your rental agreement or ask you to leave until at least 60 days after [insert date of service].

Your landlord cannot evict you or ask you to leave your rental unit without just cause. Just cause includes failing to make rental payments or violating your lease. Before your landlord can evict you, you must be given a new notice that explains why you are being asked to leave and that gives you a chance to stay in your housing.

Your landlord cannot evict you, tell you to leave or refuse to renew your tenancy based on any nonpayment of rent during the [moratorium period].

You have rights as a tenant if you facing financial difficulty from a COVID-19 related hardship or were otherwise impacted the government stay-at-home order, including income lost due to workplace closures, and increased household expenses, such as childcare and health care expenses, as well as other reasonable expenditures.

Your landlord has the obligation to seek rent forgiveness from the Residential Relief Fund for any rent from [moratorium period] that you were unable to pay due to COVID-19. Your landlord must provide you with a copy of this paperwork when submitting an application related to your tenancy to the Residential Relief Fund.

You have a right to a fair and reasonable repayment plan. If you continue to face financial difficulties due to COVID-19 or if you owe rent from before [moratorium period], you may have the right to repay any rent you owed through a repayment plan in order to preserve your tenancy.

You should seek free legal help. You may wish to contact a lawyer at your local legal aid, or housing counseling agency to discuss any rights you may have under the COVID-19 Emergency and Economic Recovery Renter and Homeowner Protection Act.”

- (2) Served, in accordance with subsection (e) of Section 12, at least 60 days prior to the date of the service of any eviction notice to such residential tenant or occupant.
- (e) A residential landlord shall provide the tenant with a written or electronic statement showing all debits and credits over the COVID-19 Period or the past 12 months, whichever is longer, that clearly identifies the amount of rent cancelled and the amount of the tenant's rent deficiency that the tenant must pay in order to preserve the tenancy:
- (1) Within 10 days of receiving a request for such written statement from a residential tenant; or

- (2) When the residential landlord serves the tenant with an eviction notice as required under subsections (b) and (c) of Section 12.
- (f) Upon receipt of an oral or written request for a repayment plan or to terminate the rental agreement from a residential tenant experiencing a COVID-19 Related Hardship or notification from the tenant that he or she is experiencing a COVID-19 Related Hardship, a residential landlord shall deliver a written offer to the tenant of the election to either:
- (1) Terminate the rental agreement and deliver possession of the rental unit within 60 days of delivery of the residential landlord's written offer; or
 - (2) Enter into and participate in an Equitable and Reasonable Payment Plan, as defined in subsection (g).
- (g) An agreement is presumptively an Equitable and Reasonable Payment Rent Plan if:
- (1) The residential tenant demonstrates that a COVID-19 Related Hardship existed during all or some of the time during which the rent went unpaid;
 - (2) Only the agreed rental amount due to the residential tenant's use and occupancy for the covered months shall be due; costs, including late fees shall not be permitted, nor shall rental increases that occurred during the COVID-19 Emergency Economic Recovery Period be assessed;
 - (3) The residential tenant is entitled to no less than 12 months to pay off the back rent;
 - (4) The rent is due at the most convenient time for the residential tenant, with regard to the residential tenant's expenditure and income schedule;
 - (5) The residential tenant does not waive any right or claim guaranteed by federal, state, or local law;
 - (6) The residential tenant is permitted at least 14 days to cure any default after notice of overdue rent is given; and
 - (7) The total rental debt accrued each month that the residential tenant experienced a COVID-19 Related Hardship is reduced up to 50%, such that the residential tenant's total monthly rental obligation under the payment plan, and including the rent due prospectively, is no greater than one-third of the residential tenant's household income.
- (h) If the residential tenant fails to accept the residential landlord's offer made pursuant to subsection (f) within 30 days of service of such written offer or accepts the residential landlord's offer to terminate his or her rental agreement but fails to deliver possession of

the dwelling unit within 60 days of the residential landlord's written offer, the residential landlord may proceed to terminate the residential tenant's rental agreement, provided the residential landlord has complied with all provisions of this Section, and there is just cause to terminate the rental agreement.

- (i) Provided the residential landlord has complied with all provisions of this Section, a residential landlord may only terminate a rental agreement for just cause by serving a new eviction notice under Section 12.

Section 12. Notice Requirements and Service of Notice Requirements for Residential Tenants.

- (a) An eviction notice, including a notice to terminate a rental agreement, must:
 - (1) Be served, as described in subsection (e) of this section, to the residential tenant;
 - (2) State the date on which the notice was served;
 - (3) Describe the dwelling unit with reasonable specificity;
 - (4) Include the name of the residential landlord or the authorized agent, along with his or her phone number, address, and electronic mailing address;
 - (5) Be signed by an authorized agent;
 - (6) State that the residential tenant may have rights and defenses if impacted by the COVID-19 Related Hardship; and
 - (7) State that the residential tenant should seek help from a lawyer, especially their local legal aid which provides free legal services, and a certified housing counselor.
- (b) Notice to terminate based on nonpayment of rent. If a residential landlord terminates a rental agreement under paragraph (1) of subsection (a) of Section 11, the notice must:
 - (1) Specify the amount of rent due and each pay period for which rent is demanded;
 - (2) Append a current accounting statement as required by subsection (e) of Section 11.
 - (3) State that the rental agreement will terminate on a designated date not less than 30 days after service of the notice;
 - (4) State that the rental agreement will not be terminated if the residential tenant pays the amount demanded in the notice by a designated date no less than 30 days after service of the notice;

- (5) Notify the residential tenant that he or she may request an Equitable and Reasonable Payment Plan from the residential landlord if impacted by a COVID-19 Related Hardship; and
 - (6) State that the residential tenant may reinstate the rental agreement and cause the eviction action to be dismissed if, prior to enforcement of the eviction order, the residential tenant pays all rents due and any court filing fees the residential landlord has incurred as of the date the payment is made.
- (c) Notice to terminate based on noncompliance with an Equitable and Reasonable Payment Plan. If a residential landlord terminates a rental agreement under paragraph (2) of subsection (a) of Section 11, the notice must:
- (1) Specify the amount of rent due and each pay period for which rent is demanded;
 - (2) Append a current accounting statement as required by subsection (e) of Section 11;
 - (3) Append the Equitable and Reasonable Payment Plan, as defined by subsection (g) of Section 11;
 - (4) State that the rental agreement will terminate on a designated date not less than 14 days after service of the notice;
 - (5) State that the rental agreement will not be terminated if the residential tenant pays the amount demanded in the notice by a designated date no less than 14 days after service of the notice; and
 - (6) State that the residential tenant may reinstate the rental agreement and cause the eviction action to be dismissed if, prior to enforcement of the eviction order, the residential tenant pays all rents due and any court filing fees the landlord has incurred as of the date the payment is made.
- (d) Notice to terminate based on material violation of the rental agreement. If a residential landlord terminates a rental agreement under paragraph (3) of subsection (a) of Section 11, the notice must:
- (1) Specify the acts and omission constituting material violation in terms of the rental agreement;
 - (2) State that the lease or tenancy will terminate on a designated date not less than 30 days after service of the notice;
 - (3) State that the material violation may be cured by a designated date not less than 30 days after service of the notice;

- (4) State that if the violation of the rental agreement is, directly or indirectly, a result of a COVID-19 Hardship and the residential landlord is provided notification of such, the violation may be cured by a designated date not less than 60 days after service of the notice.
- (e) The notices required under this Act shall be served by—
- (1) Delivering a copy of the notice to the residential tenant;
 - (2) Leaving a copy of the notice with some person of the age of 13 years or older who resides in the residential tenant’s dwelling unit; or
 - (3) Sending a copy of the notice by certified mail or first-class mail, return receipt requested, to each residential tenant or occupant and addressed to each known residential tenant.

Section 13. Court Approval of Equitable and Reasonable Payment Plan for Residential Evictions.

- (a) In any eviction action in which the residential landlord is seeking possession on the basis of nonpayment under subsection (a)(1) of Section 11 or noncompliance with an Equitable and Reasonable Payment Plan under subsection (a)(2) of Section 11, the court shall determine whether the parties entered into a pre-filing Equitable and Reasonable Payment Plan, as defined by subsection (g) of Section 12.
 - (1) If an Equitable and Reasonable Payment Plan was entered into but such plan is not in compliance with the requirements of subsection (g) of Section 12, the court shall either modify the plan to comply with the requirements of such subsection or dismiss the eviction action with prejudice.
 - (2) If an Equitable and Reasonable Payment Plan was entered into and such plan is in compliance with the requirements of subsection (g) of Section 12, then the court shall continue the case for two weeks.
 - (3) If an Equitable and Reasonable Payment Plan was not entered into, the court shall refer the parties to mediation or otherwise assist the parties in creating such plan. Provided, however, that the court first reviews the history of negotiations and communications between the parties regarding the terms of a payment plan. If the court finds that the landlord acted in bad faith in attempting to reach an agreed Equitable and Reasonable Payment Plan, or acted recklessly in regards to informing the tenant of the tenant’s rights to a payment plan in conformance with subsection(g) of Section 11, then the action shall be dismissed with prejudice.

- (b) The landlord shall have the burden of proving the tenant's noncompliance with an Equitable and Reasonable Payment Plan by clear and convincing evidence, and the tenant shall have an opportunity to present a defense.

Section 14. Pleadings for Residential Evictions.

- (a) An eviction complaint seeking possession of a dwelling unit shall state at least the following:
 - (1) That such party is entitled to the possession of such premises (describing the same with reasonable certainty);
 - (2) That the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them;
 - (3) Capacity in which the plaintiff brings this eviction action (here indicate whether plaintiff is the legal holder of the title, an agent, the trustee under a trust deed or otherwise, as appropriate);
 - (4) Facts supporting any claim that the defendant is unlawfully withholds possession, including the basis for the landlord's demand for possession;
 - (5) Proof of service of the notice (here indicate how the notice was served, who served the notice, and the date and time of service, if not already apparent from the notice attached in accordance with subsection (b) of this Section);
 - (6) Information about any offer to the tenant in accordance with Section 11 to enter into an Equitable and Reasonable Payment Plan, if offered;
 - (7) Proof of service of any eviction notice (here indicate how the notice was served, who served the notice, and the date and time of service, if not already apparent from the notice attached in accordance with subsection (b) of this Section).
- (b) If the eviction complaint is based on nonpayment of rent pursuant to a notice under subsection (b) and (c) of Section 12, the complaint shall also state:
 - (1) The frequency with which the rent is to be paid;
 - (2) The due date for each payment;
 - (3) The amount of rent due on each date;
 - (4) That nonpayment of late fees or charges is not in whole or in part the basis of the plaintiff's eviction action and no late fees or chargers were included in the rent demand on the eviction notice served pursuant to subsection (a)(1) and (a)(2) of Section 11;

- (5) The total amount of rents, late fees, and other fees, charges or damages permitted by law that are due on the date of filing; and
 - (6) If the residential tenant requested a payment plan or rental agreement termination under section 11, the date of that request, the date of the offer by the residential landlord, and whether the residential tenant responded or not.
- (c) If the residential landlord's claim for possession is based on other reasons permitted by law other than the nonpayment of rent, the complaint shall also state the reason for the termination of the tenancy with specific facts, including the date, place and circumstances of the reason for termination, with enough specificity to provide the residential tenant with an opportunity to prepare a defense.
- (d) In addition to the requirements set forth in subsection (a) through (c), the complaint in an eviction action shall attach:
- (1) An affidavit, verified by the plaintiff or the plaintiff's attorney, that states whether or not the dwelling unit that plaintiff seeks possession of is a "covered dwelling" within the meaning of Section 4024(a)(1) of the CARES Act and whether or not the premises of which such dwelling unit is a part of is a "covered property" within the meaning of Section 4024(a)(2) of the CARES Act:
 - (2) A true and accurate copy of any notices served pursuant to subsection (d) of Section 11, if any;
 - (3) A true and accurate copy of any eviction notice served, if any;
 - (4) A true and accurate copy of the written rental agreement, or if none, an affidavit, verified by the plaintiff, of the nature of the tenancy and its general terms; and
 - (5) If the residential landlord received a forbearance for the dwelling unit or the property or premises in which the dwelling unit is part of pursuant to Section 7, a true and accurate copy of any notice confirming the forbearance from the servicer or lender, or if no notice is received, an affidavit certifying confirmation of the forbearance and the terms therefor.
- (e) Except as provided in subsection (f) and (g) of this Section, the rules of pleading and practice in other civil cases shall apply to eviction actions, so far as they are applicable, including the requirement to make substantial allegations of fact necessary to state a cause of action.
- (f) The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action.

- (g) A claim for rent may not be joined to the complaint, and no judgment for rent may be entered in an eviction action.

Section 15. Residential Eviction Sealing.

- (a) The court file shall be sealed upon the commencement of any residential eviction action during the COVID-19 Emergency and Economic Recovery Period. If a residential eviction action commenced during the COVID-19 Emergency and Economic Recovery Period is pending on the effective date of this Act and is not sealed, the court shall, upon motion of either party or its own motion, order the sealing of the court file.
- (b) The court may, upon motion of the either party or its own motion, order the sealing of any court file in a residential eviction action commenced prior to the COVID-19 Emergency and Economic Recovery Period, if the court finds:
 - (1) The residential tenant has established any affirmative defense to the eviction action, including but not limited to such defenses under Section 16 and 20;
 - (2) The defendant has experienced a COVID-19 Related Hardship; or
 - (3) The interests of justice in sealing the court file outweigh the public interest in maintaining a public record.
- (c) Upon motion and order of the court, a sealed court file may be made available for scholarly, educational, journalistic, or governmental purposes only, balancing the interests of the parties and the public in nondisclosure with the interests of the requesting party. Identifying information of the parties shall remain sealed unless the court determines that release of such information is necessary to fulfill the purpose of the request. Nothing in this paragraph shall permit the release of a sealed court file or the information contained therein for a commercial purpose.

Section 16. Affirmative Defenses to Residential Evictions.

It is an affirmative defense to an eviction if the court finds that:

- (a) The residential landlord's demand for possession is based in whole or in part upon violations of the Illinois Human Rights Act;
- (b) The residential landlord's demand for possession is based upon rent or utilities being owed during the term of the COVID-19 Emergency and Economic Recovery period and the residential tenant has experienced a COVID-19 Related Hardship;
- (c) The residential landlord's demand for possession is based on rent nonpayment under subsection (a)(1) or (a)(2) of Section 11, and the residential tenant attempted to pay the full rent due at any point prior to the entry of an eviction order;

- (d) The residential landlord's demand for possession is based in whole or in part on a refusal to accept rent or rental assistance on behalf of the residential tenant from any third-party source;
- (e) The residential landlord received a mortgage forbearance in accordance with Section 7, and the residential landlord did not reduce the residential tenant's rent in accordance therewith;
- (f) The residential landlord's demand for possession is based in whole or in part on the presence of an unauthorized guest or occupant in violation of the lease during the term of the COVID-19 Emergency and Economic Recovery period and the unauthorized guest or occupant is present as a result of COVID-19 Related Hardship or a shelter in place or other public health emergency order; or
- (g) The residential landlord has engaged in an act or actions in violation of Section 17, 18, or 19.

Section 17. Prohibited Residential Landlord Practices; Fees, Charges, and Rent Increases.

- (a) During the moratorium period, a residential landlord shall not increase rent, provide notice of rent increase under subsection (b), or charge, impose, or collect any late fees, penalties, or other charges to a residential tenant for any purpose, including as a result of any late or unpaid rent, utility charges, or any other costs associated with use and occupancy of the dwelling unit that accrued before the expiration of the moratorium, including the residential landlord's attorneys' fees. In addition to the relief set forth in Section 24 any such fee, penalty, or other charge or increase in rent collected shall be refunded to the residential tenant.
- (b) From the date on which the moratorium period expires through the expiration of this Act, a residential landlord shall not, during the course of any consecutive 12-month period, increase a residential tenant's rent unless the landlord provides the tenant with:
 - (1) 30 days written notice prior to the effective date of the change for any increase by less than five percent;
 - (2) 60 days written notice prior to the effective date of the change for any increase by five percent but less than ten percent;
 - (3) 90 days written notice prior to the effective date of the change for any increase by ten percent but less than fifteen percent; or
 - (4) 120 days written notice prior to the effective date of the change for any increase by fifteen percent or greater.

- (c) During the COVID-19 Emergency and Economic Recovery Period, a residential landlord shall not seek or be awarded relief or damages pursuant to 735 ILCS 5/9-202 or 735 ILCS 5/9-203.

Section 18. Prohibited Residential Landlord Practices; Retaliation.

- (a) During the COVID-19 Emergency and Economic Recovery Period, a residential landlord shall not terminate or refuse to renew a rental agreement, increase rent, decrease services, bring or threaten to bring an eviction action because:
 - (1) The residential tenant has in good faith complained to the residential landlord, a governmental agency, community organization, or the media about:
 - (i) housing, building, or health code violations at the premises;
 - (ii) violations of this Act by the residential landlord; or
 - (iii) a failure by the residential landlord to comply with any Gubernatorial Disaster Proclamation that impacts the health, safety, or right to quiet enjoyment of the residential tenant;
 - (2) The residential tenant has organized or become a member of a tenants' union or similar organization; or
 - (3) The residential tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting, or invoking the protection of any right secured to tenants under any federal, state, or local law.

Section 19. Prohibited Residential Landlord Practices; Lockout.

- (a) A residential landlord may not directly or indirectly cause or threaten:
 - (1) The termination or interruption of any utility service furnished to a dwelling unit, including water, heat, light, electricity, gas, elevator, internet, or garbage collection services, whether or not the utility service is under the control of, or payment is made by, the residential landlord;
 - (2) The residential tenant to be without reasonable access to the dwelling unit, including without limitation by changing the locks, obstructing a door, or using a bootlock or similar devices;
 - (3) The removal of any outside door, lock, roof, wall, or windows of the dwelling unit; or
 - (4) The removal of any of the residential tenant's personal property from the dwelling unit.

(b) A residential landlord shall have an affirmative defense to a claim brought under this Section if the residential landlord shows, by a preponderance of the evidence, that:

- (1) The landlord acted in compliance with local, state and federal laws pertaining to eviction; and
- (2) The sheriff of the county where the property is located was used to enforce an eviction order entered in a judicial eviction action.

Section 20. Compliance Deadlines for Residential Evictions.

(a) For eviction actions wherein parties have compliance deadlines during the COVID-19 Emergency and Economic Recovery Period, it shall be an affirmative defense to a claim of noncompliance if the court finds that one or more of the following affected the residential tenant's ability to comply:

- (1) The residential tenant experienced a COVID-19 Related Hardship; is over the age of 55; or is part of a group deemed to be at higher risk for severe illness from COVID-19; or
- (2) An executive order, shelter in place, or public health emergency order restricting the movement of persons issued to slow the transmission of COVID-19, prevented the residential tenant from meeting a compliance deadline.

(b) When asserting one or more of the affirmative defenses defined in subsections (a)(1)-(2), any one of the following types of evidence may be provided, at the residential tenant's election: medical, employment, or other records showing the residential tenant's COVID-19 Related Hardship; records showing the residential tenant is at higher risk of severe illness from COVID-19; or any other records or statements, oral or written, supporting the affirmative defense.

(c) The residential tenant has the burden of proving an affirmative defense under this section by preponderance of the evidence. Upon finding the residential tenant has met this burden:

- (1) The court may reasonably extend any compliance deadline; or
- (2) The court may stay of enforcement of an eviction order entered as a result of noncompliance for a period of 60 days, or any later date deemed reasonable by the court.

(d) If the residential tenant cures an alleged default, the residential tenant 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, finds that such default has been cured, such judgment shall be vacated and sealed under Section 15 of this Act.

Section 21. Continuance to Seek Legal Representation.

- (a) It is sufficient cause under Section 2-1007 of the Code of Civil Procedure for a continuance in any eviction action that a party requests therefor to seek legal representation, or if the party does not state a basis for his or her request, the court shall make an inquiry into the reasoning therefor. The court may, in its discretion under Section 2-1007, grant such continuance for two weeks or such longer period as the court determines is just.
- (b) If a motion for continuance is denied by a central assignment judge, it shall be renewed before the trial judge.

Section 22. Fair Housing Protections

- (a) The following provisions shall apply to Article 3 of the Illinois Human Rights Act throughout the COVID-19 Emergency and Economic Recovery Period.
- (b) Definitions. Section 3-101 of the Human Rights Act is amended to include the following additional definitions:
 - (1) Criminal Record. “Criminal record” means the record of an arrest, charge, citation, or conviction; record of participation in a diversion or deferral of judgment program; record of participation in supervised release; juvenile record; or criminal history record information ordered sealed, expunged, or impounded under Section 5.2 of the Criminal Identification Act. For purposes of this definition:
 - i. “Conviction” means a judgment of liability entered upon a plea, verdict, or finding of guilt for an offense, rendered by a legally constituted jury, court or administrative authority of competent jurisdiction.
 - ii. “Offense” means a violation of any penal statute, ordinance, law, or code of any jurisdiction.
 - iii. The “unlawful activity” exemption for arrest records in Section 3.102-5 of the Human Rights Act shall apply to criminal records.
 - (2) Source of income. “Source of income” means any lawful, verifiable, source of income or housing assistance paid by the occupant or on the occupant’s behalf, including, but not limited to, federal, state or local assistance, including medical assistance, tenant-based federal, state or local subsidies, rental assistance, rent supplements, and housing choice vouchers.
 - (3) Occupation. “Occupation” means any lawful vocation, trade, profession or field of specialization.

- (4) COVID-19 Disability. “COVID-19 disability” means any person who is diagnosed with COVID-19, the illness caused by the SARS-CoV2-19 virus, expresses symptoms similar to those caused by COVID-19, is regarded as having COVID-19, or who has been exposed to another person diagnosed with COVID-19.
- (c) Section 3-102 of the Human Rights Act, which makes it a civil rights violation for an owner or any other person engaged in a real estate transaction to discriminate, shall be amended to protect an individual if the owner or any other person engaged in the real estate transaction discriminates against that individual on the basis of a criminal record, occupation, or source of income.
- (d) As used in Section 3-102.1 of the Human Rights Act, the term “disability” shall include anyone with a COVID-19 Disability.
 - (1) Under the terms of Section 3-102.1(k), a dwelling may not be denied to an individual, and a housing-related privilege or service may not be diminished, if the tenancy or the provision of the privilege or service, would cause a direct threat to the health or safety of others unless and until the landlord has undertaken a reasonable effort to make a reasonable accommodation in rules, policies, practices, or services to ameliorate the direct threat.
- (e) Nothing in this Section shall be construed to deny or otherwise limit any other protection or remedy available under the Illinois Human Rights Act.

Section 23. Anti-Waiver Section.

Any waiver of a right under this Act by a tenant is void as a matter of public policy.

Section 24. Individual Relief.

- (a) With the exception of Section 20, a person who is in violation of this Act may be sued in a court of competent jurisdiction for any violations of this Act that occurred during the COVID-19 Emergency and Economic Recovery Period.
- (b) An injured party may recover \$1,000, or the actual and consequential damages resulting from the injury, whichever is greater, for each and every violation of this Act, as well as costs and reasonable attorney fees.
 - (1) If the violation is under Section 18 or Section 19, the injured party may recover \$2,000, or twice the actual and consequential damages resulting from the injury, whichever is greater, for each and every violation, as well as costs and reasonable attorney fees. If the injured party is over the age of 55, has a disability, as defined under the Illinois Human Rights Act, or is suffering or caring for a household member suffering from a life-threatening illness, with third-party verification of

the life-threatening illness by a physician, then the damages shall be \$3,000, or three times the actual and consequential damages.

- (c) The injured party may recover these damages by an action at law or by a counterclaim in an eviction action or any other action brought against the injured party.
- (d) In addition to damages, an injured party may seek permanent or preliminary injunctive relief, or any other appropriate legal remedy, to remedy a violation of this Act.

Section 25. Enforcement by Attorney General or State's Attorney.

- (a) Whenever the Attorney General or a State's Attorney has reason to believe that any person is in violation of this Act, and that proceedings would be in the public interest, he or she may bring an action in the name of the People of the State against such person by permanent or preliminary injunction to restrain the violation.

(1) The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction; revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or associations; suspension or terminations of the right of foreign corporations to do business in this state; and restitution.

- (b) In addition to any relief provided under subsection (a), the Attorney General or State's Attorney may request, and the Court may impose, a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any violation of this Act.

Section 26. Sovereign Immunity.

- (a) Sovereign immunity is waived with respect to any violation of this Act committed by a public official or agency, including any public housing authority.

Section 27. Conflict with Federal Law.

Nothing with respect to this Act does conflict or is intended to conflict with federal law.