

SELECT SECTIONS OF THE FORCIBLE ENTRY AND DETAINER ACT

735 ILCS 5/9-101 et seq.

**Select Sections of the Forcible Entry
and Detainer Act**

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**TEXT OF SELECT SECTIONS OF THE FORCIBLE
ENTRY AND DETAINER ACT**

The full text of the Forcible Entry and Detainer Act is contained in 735 ILCS 5, Article IX, Sections 101 through 321, of the Illinois Compiled Statutes.

Sec. 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.

(July 1, 1982)

Sec. 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 **or a limited liability company**, (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.

(July 14, 2015)

Sec. 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.

(August 18, 1997)

Sec. 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.

(July 20, 1999)

Sec. 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.

(August 25, 1986)

Sec. 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.

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

(August 23, 2007)

Sec. 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.

(June 12, 2002)

Sec. 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 which may commence at any time within 8 months after the month in which the date of expiration of the stay of judgment occurs. The term may not exceed 13 months from the date of commencement of the lease. The court may, upon motion of the board of managers and with notice to the dispossessed unit owner, permit or extend a lease for one or more additional terms not to exceed 13 months per term. 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.

(January 1, 2015)

Sec. 9-218. Rent payment 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.

(May 31, 2005)