

AN ACT concerning safety.

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

Section 5. The Illinois Radon Awareness Act is amended by changing Sections 5 and 20 and by adding Sections 26, 30, and 35 as follows:

(420 ILCS 46/5)

Sec. 5. Definitions. As used in this Act, unless the context otherwise requires:

~~(a)~~ "Agent" means a licensed real estate "broker" or "salesperson", as those terms are defined in Section 1-10 of the Real Estate License Act of 2000, acting on behalf of a seller or buyer of residential real property.

~~(b)~~ "Buyer" means any individual, partnership, corporation, or trustee entering into an agreement to purchase any estate or interest in real property.

"Dwelling unit" means a room or suite of rooms used for human habitation. "Dwelling unit" includes a mobile home, a single family residence, each living unit in a multiple family residence, and each living unit in a mixed use building.

~~(c)~~ "Final settlement" means the time at which the parties have signed and delivered all papers and consideration to convey title to the estate or interest in the residential real

property being conveyed.

"Lease" means an oral or written agreement under which a lessor allows a tenant to use the property for a specified rent and period of time.

"Lessor" means any person or entity that leases a dwelling unit to a tenant. "Lessor" includes, but is not limited to, an individual, company, corporation, firm, group, association, partnership, joint venture, trust, government agency, or subdivision thereof.

~~(d)~~ "IEMA" means the Illinois Emergency Management Agency Division of Nuclear Safety.

~~(e)~~ "Mitigation" means measures designed to permanently reduce indoor radon concentrations according to procedures described in 32 Illinois Administrative Code Part 422.

"Mobile home" has the meaning given to that term in Section 10 of the Manufactured Home Quality Assurance Act.

"Radon" means a gaseous radioactive decay product of uranium or thorium.

"Radon contractor" means a person licensed under the Radon Industry Licensing Act to perform radon mitigation or measurement in an indoor atmosphere.

~~(f)~~ "Radon hazard" means exposure to indoor radon concentrations at or in excess of the United States Environmental Protection Agency's, or IEMA's recommended Radon Action Level.

~~(g)~~ "Radon test" means a measurement of indoor radon

concentrations in accordance with 32 Illinois Administrative Code Part 422 for performing radon measurements ~~within the context of a residential real property transaction.~~

~~(h)~~ "Residential real property" means any estate or interest in a manufactured housing lot or a parcel of real property, improved with not less than one nor more than 4 residential dwelling units.

~~(i)~~ "Seller" means any individual, partnership, corporation, or trustee transferring residential real property in return for consideration.

"Tenant" means a person who has entered into an oral or written lease with a lessor to lease a dwelling unit.

(Source: P.A. 95-210, eff. 1-1-08.)

(420 ILCS 46/20)

Sec. 20. Exclusions. The provisions of this Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed

in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of any residential dwelling unit located on the third story or higher above ground level of any structure or building, including, but not limited to, condominium units and dwelling units in a residential cooperative.

As used in this Section, "transfers" includes any legal transfer of possession of property, including purchases and leases.

(Source: P.A. 95-210, eff. 1-1-08; 96-278, eff. 8-11-09.)

(420 ILCS 46/26 new)

Sec. 26. Disclosure of radon hazard to current and prospective tenants.

(a) At the time of a prospective tenant's application to lease a dwelling unit, before a lease is entered into, or at any time during the leasing period, upon request, the lessor shall provide the prospective tenant or tenant of a dwelling unit with:

(1) the Illinois Emergency Management Agency pamphlet entitled "Radon Guide for Tenants" or an equivalent pamphlet approved for use by the Illinois Emergency Management Agency;

(2) copies of any records or reports pertaining to radon concentrations within the dwelling unit that indicate a radon hazard to the tenant, as provided in subsection (c); and

(3) the Disclosure of Information on Radon Hazards to Tenants form, as set forth in subsection (f).

(b) At the commencement of the agreed leasing period, a tenant shall have 90 days to conduct his or her own radon test of the dwelling unit. If the tenant chooses to have a radon test performed, the tenant shall provide the lessor with copies of the results, including any records or reports pertaining to radon concentrations, within 10 days after receiving the results of the radon test. If the tenant's radon test provides a result in excess of the Illinois Emergency Management Agency's recommended Radon Action Level and the lessor has elected to not mitigated the radon hazard, the tenant may terminate the lease.

(1) Nothing in this subsection is intended to or shall be construed to imply that a tenant is not permitted to conduct a radon test of unit following the completion of the 90-day period. Following the 90-day period the tenant may conduct further radon testing if he or she elects to; however, upon a result of a radon hazard, he or she does not have a right to terminate the lease under this Section.

(2) Nothing in this subsection is intended to or shall be construed to imply that a tenant waives any other right to terminate the lease if he or she conducts a radon test after the completion of the 90-day period under any other applicable State or federal law.

(c) If the tenant elects to conduct a radon test during the 90-day period and the results indicate a radon hazard, the lessor may hire a radon contractor to perform an additional radon test within 30 days after the tenant notifies the lessor of the results of his or her radon test. The results of a measurement by a radon contractor may be used by the lessor to disprove the presence of a radon hazard. Test results are valid for a period of 2 years after the date of the testing unless any renovations, additions, or modifications are made to the building containing the dwelling unit.

(d) Nothing in this Section is intended to or shall be construed to imply an obligation of a lessor or tenant to conduct any radon testing activity or perform any radon mitigation activity.

(e) If a lessor fails to provide the prospective tenant or tenant with the documents as required in subsection (a), then, at any point during the term of the lease the tenant may elect to have a radon test conducted under this Section. If the radon test shows the existence of a radon hazard, the tenant shall provide the lessor with copies of the results of the test, including records or reports pertaining to radon concentrations, within 10 days after receiving the results of the radon test. If the lessor disputes the results of the radon test performed by the tenant, the lessor may elect, at the lessor's expense, to hire a radon contractor to perform a radon test within 30 days of the tenant notifying the lessor of

the results of the tenant's radon test. The results of a measurement by a radon contract may be used by the lessor to disprove the presence of a radon hazard. Test results are valid for a period of 2 years after the date of testing unless any renovation, addition, or substantial modifications are made to the building containing the dwelling unit. If the lessor declines to dispute the results of the tenant's radon test showing a radon hazard or does not mitigate the hazard, the tenant may, within 60 days:

(1) hire, at the tenant's expense, a radon contractor to perform radon mitigation activities. If the tenant chooses to conduct mitigation activities, the mitigation activities shall only be done with express consent of the lessor; or

(2) terminate the lease.

(f) The following Disclosure of Information on Radon Hazards to Tenants shall be provided to each tenant of a dwelling unit:

"DISCLOSURE OF INFORMATION ON RADON HAZARDS TO TENANTS

Radon Warning Statement

Each tenant in this residence or dwelling unit is notified that the property may present exposure to levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen,

is the leading cause of death in private homes and the leading cause of lung cancer in nonsmokers. The lessor of any residence is required to provide each tenant with any information on radon test results of the dwelling unit that present a radon hazard to the tenant.

The Illinois Emergency Management Agency (IEMA) strongly recommends that ALL rental properties have a radon test performed and radon hazards mitigated if elevated levels are found in a dwelling unit or a routinely occupied area of a multiple family residence. Elevated radon concentrations can easily be reduced by a radon contractor.

Dwelling Unit Address:

Lessor's Disclosure (initial each of the following that apply)

.... Lessor has no knowledge of elevated radon concentrations (or records or reports pertaining to elevated radon concentrations) in the dwelling unit.

.... Radon concentrations (at or above the IEMA recommended Radon Action Level 4.0 pCi/L) are known to be present within the dwelling unit.

.... Lessor has provided the tenant with copies of all available records and reports, if any, pertaining to radon concentrations within the dwelling unit.

Tenant's Acknowledgment (initial each of the following that apply)

.... Tenant has received copies of all information listed above.

.... Tenant has received the pamphlet "Radon Guide for Tenants".

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Lessor Date

Tenant Date"

(g) This Section applies to leases entered into on or after the effective date of this amendatory Act of the 103rd General Assembly.

(420 ILCS 46/30 new)

Sec. 30. Mitigation of radon hazards.

(a) A lessor who decides to have radon mitigation performed shall have the radon mitigation system installed by a radon contractor.

(b) A tenant who decides to have radon mitigation performed shall have the radon mitigation system installed by a radon contractor and shall have the lessor's express consent

prior to undertaking any mitigation activities. If the tenant receives express consent from the lessor, the tenant may deduct the cost of installation of the radon mitigation system from tenant's rent. This deduction shall be divided in equal parts for the remainder of the leasing period.

(c) A lessor of a dwelling unit vacated by a tenant under subsection (e) of Section 26 who has received a security deposit from a tenant to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that security deposit as compensation for radon testing or mitigation activities. However, the lessor may withhold part of the security deposit if the tenant had a mitigation system installed without the lessor's consent and the system was not properly installed by a radon contractor. An itemized statement must be provided to the tenant if any part of the security deposit is withheld.

(d) This Section applies to leases entered into on or after the effective date of this amendatory Act of the 103rd General Assembly.

(420 ILCS 46/35 new)

Sec. 35. Home rule. A home rule unit may not regulate lease agreements or tenant rights in a manner that is inconsistent with the regulation of lease agreements and tenant rights under this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on

Public Act 103-0298

HB2217 Enrolled

LRB103 25346 CPF 51691 b

the concurrent exercise by home rule units of powers and functions exercised by the State.

(420 ILCS 46/25 rep.)

Section 10. The Illinois Radon Awareness Act is amended by repealing Section 25.