

Eviction Toolkit for Self Represented Litigants in Illinois

Prepared by:



www.pslegal.org

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EVICCTIONS DURING COVID-19

- **If you are behind on rent**, your landlord can now file an eviction case in court for non-payment of rent unless you give your landlord a **written Declaration** that says:
 1. You made no more than \$99K in 2020 (\$198K for couples filing jointly);
 2. You are behind on rent due to COVID;*
 3. You're using your best efforts to make partial rent payments; and
 4. You would be homeless or have to double up if evicted.

Your landlord must give you the Declaration form, or you can get the Declaration form online at www.ihda.org.

**If you do not qualify for the Illinois moratorium because your financial hardship is not due to COVID, you may qualify for the federal CDC moratorium which is in effect until at least June 30, 2021.*

- **If you do not owe rent**, you can only be evicted for health and safety violations or an immediate and severe risk to property.
- Even if your landlord gets an eviction order against you, **enforcement of most eviction orders is on hold until at least May 29, 2021.**

GET HELP!

- Visit www.helpillinoisfamilies.com or call 1-833-711-0374 to find rent assistance, or find your local Community Action Agency at www.iacaanet.org/members to apply directly. Applications take some time to process. You may also try contacting other local agencies, such as Catholic Charities or Salvation Army, to request help.
- Residents of many counties can call 2-1-1 for information about rent assistance resources (visit www.illinois211.org for more information).
- If you live in income-based housing and your income has changed, ask the landlord or the Housing Authority to "recertify" your income.
- For the most up to date information about evictions during COVID, visit www.pslegal.org or www.illinoislegalaid.org.

**If you get an eviction notice, ask for free legal help by calling 855-631-0811
or visit evictionhelpillinois.org.**

Illinois Rental Payment Program

The Illinois Rental Payment Program (ILRPP) can provide up to \$25,000 in emergency rental assistance.



Eligibility Requirements

- Household must have experienced a financial hardship directly — or indirectly — due to the pandemic.
- Household is behind on rent and/ or is at risk of experiencing homelessness or housing instability.
- 2020 household income was below 80% of the Area Median Income, adjusted for household size.
- Proof of citizenship is not required. Rental assistance is not a “public-charge” benefit.

Rental Payment Program

- Eligible households may receive up to 15 months of assistance from June 2020 through August 2021.
- Priority will be given to:
 - households with a member who is currently unemployed.
 - households below 50% of the Area Median Income, adjusted for household size.
- The grant is paid directly to housing provider.
- For program information, visit IHDA.org.
- Housing providers and tenants can submit a joint application starting May 17 at ILRPP.IHDA.org.

Illinois Rental Payment Program

Preserving Housing Stability during the COVID-19 Pandemic

Applications available
May 17 at ILRPP.IHDA.org

Questions? Contact us:
QUESTIONS.ILRPP@IHDA.ORG
Toll Free: 866-454-3571



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Eviction Help Illinois Offers Free Legal Help for Illinois Residents



Renters facing potential eviction



Landlords seeking legal information

TO FIND OUT IF YOU ARE ELIGIBLE FOR **FREE** LEGAL HELP



CALL:

855.631.0811



VISIT:

evictionhelpillinois.org



TEXT EVICTION TO:

844.938.4280

Text option is not available in Cook County.

Eviction Help Illinois is a state-funded network of 16 non-profit organizations providing free legal aid, mediation services, and connections to other resources including rental assistance in response to the eviction crisis. Mediation is an opportunity for landlords and tenants to resolve issues with the help of a knowledgeable and neutral person.

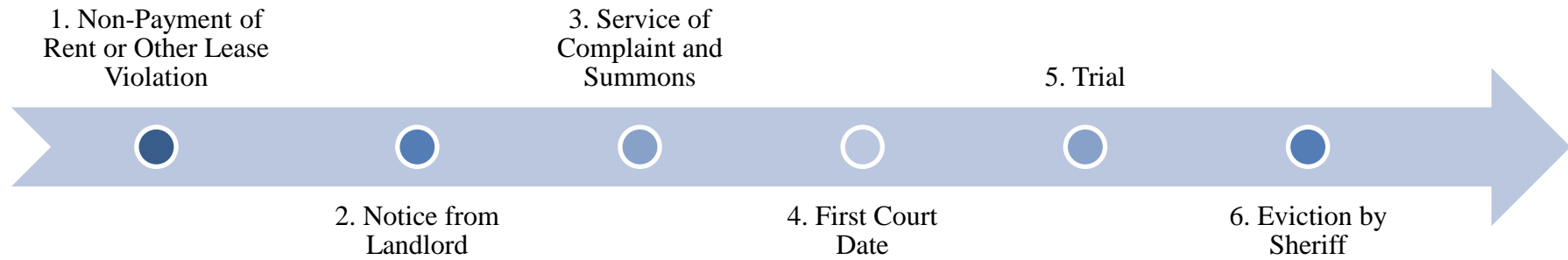
These services are funded via a partnership between the **Illinois Department of Human Services** and the **Illinois Equal Justice Foundation**.



By texting 844-938-4280, I agree to get text messages about my requests and related legal information from Illinois Legal Aid Online (ILAO). I understand that my consent to get texts is not required to get this eviction help. To stop getting messages, text STOP. For help, text HELP. Message and data rates may apply.

The Eviction Process in Illinois*

**Parts of the eviction process may be different during the eviction moratorium*



1. The eviction process begins when a tenant violates their lease, for example, by not paying the rent on time.
2. The landlord must give a written eviction notice to the tenant. It can be for 5, 7, 10, 14 or 30 days, depending on the legal issue and the type of housing you live in. The tenant can stop an eviction for non-payment of rent by paying the rent in full during the notice period. In some types of subsidized housing, the tenant also has the right to request a meeting with the landlord during the notice period to try and work things out.
3. After the notice period ends, the landlord can file an eviction case in court. The sheriff will serve the tenant with the complaint (says what they are being sued for) and the summons (says when and where the first court date will be).
4. If the tenant misses the court date, the judge can enter a default judgment, granting what the landlord requested in the complaint (usually eviction and money owed). But, if the tenant goes to court, the judge will ask whether the tenant agrees with the complaint. If yes, the judge will ask how long the tenant needs to move out and enter an eviction order. If no, the judge will schedule a trial.
5. At the trial, both sides can present their evidence and testimony. If the tenant has a defense (a legal reason to stop the eviction), the judge will dismiss the case. Otherwise, the judge will sign a court order approving the eviction and any money owed to the landlord.
6. The landlord must take the court order to the sheriff to schedule the actual eviction (the removal of the tenant and their belongings). The eviction can happen any time after the date listed on the court order.

**PLEASE NOTE: A landlord cannot evict a tenant without a court order and assistance from the sheriff.
Call the police if you are being illegally evicted!**



Executive Order 2020-72 Frequently Asked Questions

Q: What does Executive Order 2020-72 do?

A: [Executive Order 2020-72](#), as amended and re-issued, continues to protect many individuals from eviction. The Executive Order provides the following protections:

For tenants who are unable to make full rent payments: If the tenant meets the definition of a “covered person” and returns a signed declaration form, their landlord may not initiate or continue an eviction proceeding against them unless certain health and safety exceptions apply. If the tenant does not meet the definition of a “covered person,” an eviction action may be filed against them for nonpayment of rent.

For tenants who do not owe rent: If the tenant is current on rent, their landlord may not file an eviction action against them unless certain health and safety exceptions apply.

For all tenants: The EO prohibits enforcement of eviction orders by law enforcement for all tenants, unless the court finds that the tenant poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. Under Illinois law, only public law enforcement agencies can enforce eviction orders.

Q: Who is considered a “covered person” under the Executive Order?

A: A “covered person” is a tenant, lessee, sub-lessee, or resident of a residential property that provides their landlord, the owner of the property, or other person or entity with a legal right to pursue an eviction action against them with a declaration under penalty of perjury stating that:

1. the individual either (i) expects to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment pursuant to Section 2001 of the CARES Act (i.e. stimulus check);
2. the individual is unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;



3. the individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other non-discretionary expenses; and
4. eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.

While individuals who are current on their rent do not fall under the definition of a “covered person,” they are also protected under this Executive Order. (See questions below).

Q: I am a month-to-month tenant who is up to date on my rent, am I protected from eviction?

A: Yes, you are protected if you do not owe rent and have remained in your unit beyond your lease or have a month-to-month tenancy. If this is your circumstance, you are not required to submit a declaration form to your landlord.

In this case, your landlord cannot file an eviction action against you unless you pose a direct threat to the health and safety of other tenants or an immediate and severe risk to property.

Q: Can my landlord evict me for a minor lease violation if I do not owe rent?

A: If you do not owe rent, your landlord cannot file an eviction action against you for a minor lease violation that does not rise to the level of a direct threat to the health and safety of other tenants or an immediate and severe risk to property.

Q: What is considered a non-discretionary expense?

A: Non-discretionary expenses include, but are not limited to, food, utilities, phone and internet access, school supplies, cold-weather clothing, dental, medical, and vision expenses, childcare, and transportation costs, including car payments, maintenance, and insurance.

Q: As a landlord, what steps must I take before beginning an eviction action for nonpayment of rent?

A: A landlord, owner of a residential property, or anyone with the legal right to pursue an eviction action, must provide each tenant, lessee, sub-lessee, and other residents of the property who are signatories to the lease, with the 2-page declaration form prior to commencing an eviction action for nonpayment of rent.

The declaration form must be provided at least five days before the landlord issues a notice of termination of tenancy. Delivery by the landlord of the declaration to residents



must conform with the service requirements for termination notices in the Eviction Act (735 ILCS5/9-211).

Q: Where can I find a copy of the declaration form?

A: The 2-page form will be available on the [Illinois Housing Development Authority's](#) webpage. While the Executive Order requires landlords to provide their tenants with a copy of the declaration form before initiating an eviction proceeding, tenants may submit a completed and signed declaration form to their landlords at any time.

Q: I am an undocumented tenant, am I protected under this Executive Order?

A: Anyone who either: (1) meets the definition of a “covered person” or (2) does not owe rent, is protected under this Executive Order, regardless of immigration status.

Q: If I am a covered person, do I still owe rent to my landlord?

A: Yes, nothing in this Executive Order relieves individuals of their obligations to pay rent or comply with any other obligation that they may have under their lease or rental agreement. Even if you are protected from eviction, you are still obligated to pay any and all rent that is due. It is important for those who can pay to do so, which allows flexibility for those that cannot.

Q: My tenant has created an unsafe environment for other tenants in the building, what are my options as a landlord?

A: Under [Executive Order 2020-72](#), landlords can continue to file orders of eviction against a tenant who poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. Law enforcement officers can enforce eviction orders if the tenant has been found to pose these threats.

Q: How much time should landlords provide to tenants to review the declaration form before issuing a termination of tenancy notice?

A: The Executive Order requires that landlords provide the declaration form to tenants at least five days prior to issuing a notice of termination of tenancy. A landlord cannot pursue an eviction proceeding until the notice period has lapsed.

If a tenant, lessee, sub-lessee, or resident of a residential property submits their signed declaration form following the commencement of a residential eviction action, the landlord may not continue the eviction action, unless the tenant poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property.

Q: If I applied for rental assistance, is that considered making “best efforts” to make payments?



A: Applying for a rental assistance can be considered “best efforts to make timely partial payments.” However, a tenant’s failure to apply for rental assistance should not be evidence of failure to make “best efforts.”

Q: What is considered a COVID-19 related hardship?

A: A COVID-19 related hardship can include, but is not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic. Other examples include individuals who have had to leave their jobs to care for a child engaged in online-distance learning and individuals no longer receiving child support because a former partner has experienced a COVID-19 related financial hardship.

Q: What resources are available for tenants who cannot afford to pay their rent?

A: The Department of Human Services (DHS) operates the [Homeless Prevention Program](#), with help from local providers. This program assists with housing, like rent/mortgage payments, for eligible individuals who are at risk of eviction, at risk of becoming homeless, or are currently homeless. To find your local provider, [click here](#).

In late December 2020, the Consolidated Appropriations Act was signed into law by the President, which provides \$25 billion in rental assistance funds to states across the country. Illinois is expected to receive approximately \$834 million in rental assistance funds, split amongst various counties and the state. In the coming weeks, the Illinois Housing Development Authority (IHDA) will be launching a statewide program to begin helping households who have fallen behind on their rent due to the COVID-19 pandemic.

Q: Where can I go if I need legal assistance?

A: The Illinois Attorney General’s Office has information regarding legal aid providers on [their website](#). The site includes providers available to assist you, depending on the area of Illinois in which you reside.

Q: I am a landlord that received an eviction order against my tenant before the stay-at-home order was issued in March, can those evictions move forward?

A: All eviction orders, including those that were entered before March 20, 2020, can be enforced by law enforcement only if the tenant has been found to pose a direct threat to the health and safety of other tenants or an immediate and severe risk to property.

Last updated March 8, 2021

Tenant Declaration Form Overview

TAKE ACTION: Sign the Tenant Declaration Form to protect yourself and your household from eviction for nonpayment of rent. Under Governor Pritzker's Executive Order 2020-72, as amended by Executive Orders 2020-74, 2021-01, 2021-05, 2021-06 and 2021-09, eviction protections are now limited to specific households. If you owe rent, your landlord may not file an eviction action against you if you provide your landlord with a declaration stating that you meet the following 4 criteria:

1. **INCOME:** At least one of the following applies to me:
 - (i) I expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), or
 - (ii) I was not required to report any income in 2019 to the U.S. Internal Revenue Service (IRS), or
 - (iii) I received an Economic Impact Payment (i.e., the stimulus check) pursuant to Section 2001 of the CARES Act.
2. **INABILITY TO MAKE PAYMENT DUE TO COVID-19:** I am unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic; and
3. **BEST EFFORTS:** I am making my best efforts to make timely partial payments that are as close to the full payment as my circumstances permit, taking into account other expenses that I must pay (e.g., food, utilities, phone and internet access, school supplies, cold-weather clothing, medical expenses, child care, and transportation costs, including car payments, maintenance, and insurance); and
4. **AT RISK:** If evicted, I would likely become homeless, or be forced to move into and live in close quarters in a new shared living setting because I have no other available housing options.

Anyone with a legal right to evict you, including your landlord, is required to provide a copy of this 2-page declaration form to every tenant on the lease at least 5 days before your landlord can give you a notice of termination of your tenancy. If you are a tenant who fits the criteria listed above, **you must sign the declaration form under penalty of perjury and return it to your landlord to be protected under the Executive Order.** You should also retain a copy of the signed declaration for yourself.

If a landlord has reason to believe that a tenant poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property, they can file an eviction action against that person, even if they have completed a declaration.

Please note that, when Executive Order 2020-72 is no longer in effect, your landlord may require full payment of rent.

For any additional questions, view our FAQ or reach out to one of our Community Partners for additional support, [here](#).

**[FORM] DECLARATION UNDER PENALTY OF PERJURY FOR
STATE OF ILLINOIS EXECUTIVE ORDER 2020-72**

This declaration is for tenants, lessees, sub-lessees, and residents of residential properties who are covered by State of Illinois Executive Order 2020-72 (“EO 2020-72”) temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Pursuant to EO 2020-72, you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or any other person or entity who has a right to have you evicted or removed from where you live in order to invoke the protections of EO 2020-72. Each adult listed on the lease, rental agreement or housing contract should complete this declaration. EO 2020-72 prohibits any person who submits this declaration from being evicted or removed from their residence through May 29, 2021, unless the person poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. EO 2020-72 may be amended or extended. EO 2020-72 does not relieve you of the obligation to pay rent or comply with any other obligation that you may have pursuant to your lease or rental agreement. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail or pay a fine if you lie, mislead or omit important information.

I certify under penalty of perjury, pursuant to 720 ILCS 5/32-2, that the foregoing are true and correct:

- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment pursuant to Section 2001 of the CARES Act;
- I am unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;
- I am using best efforts to make timely partial payments that are as close to the full payment as my circumstances may permit, taking into account other non-discretionary expenses;¹ and
- If evicted, I would likely become homeless, or be forced to move into and live in close quarters in a new congregate or shared living setting because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement or similar contract. I further understand that fees, penalties or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions, my landlord, the owner of the residential property where I live or any other person or entity who has a right to have me evicted or removed from where I live, may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to state laws and local ordinances.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant

Date

¹ “Non-discretionary expenses” include, but are not limited to, food, utilities, phone and internet access, school supplies, cold-weather clothing, medical expenses, childcare and transportation costs, including car payments, maintenance and insurance.

www.pslegal.org

Illinois Eviction Moratorium Declaration: Tips for Tenants

What is the Illinois tenant Declaration?

The Declaration is a form that a tenant must sign and give to their landlord in order to be protected by the Illinois eviction moratorium from an eviction for nonpayment of rent.

A tenant must meet four requirements to be able to sign the Declaration:

1. **Financial eligibility:** You (i) earned no more than \$99,000 in 2020 (or no more than \$198,000 if you filed a joint tax return), (ii) were not required to report any income to the IRS in 2019, or (iii) received a CARES Act stimulus payment (for most people, this means you received a stimulus payment in 2020);
2. **COVID-related hardship:** You are unable to pay your full rent due to a COVID-19 related hardship. A COVID-related hardship could include, but is not limited to, substantial loss of income, a decrease in hours or pay, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;
3. **Best efforts:** You are using your best efforts to make timely partial rent payments that are as close to your full rent as possible, taking into account your non-discretionary expenses. Examples of non-discretionary expenses are food, utilities, phone and internet access, school supplies, cold-weather clothing, medical expenses, child care, and transportation costs, including car payments and insurance; and
4. **Likely to be homeless:** If you are evicted, you would likely be homeless or forced to share living space.

You must meet all four of these requirements to be able to sign the Declaration form. (If you suffered a financial hardship that is not COVID-related, you may qualify under the federal CDC moratorium which uses a different declaration form.)

The Declaration is signed under penalty of perjury, so it is very important that you only sign if all four statements are true. It is a good idea to talk to a lawyer before you sign the Declaration, to get legal advice about how each of the four requirements applies to you.

Keep in mind that your rent is still due, even if you sign the Declaration. Even if you are protected from an eviction for non-payment of rent during the moratorium, your landlord will be able to move forward with an eviction after the moratorium if you have not paid your rent.

If you do not owe rent, you do not need to sign the Declaration to be protected by the moratorium.

www.pslegal.org

Where can I get the Declaration form?

Your landlord is required to give you a Declaration form at least 5 days before giving you an eviction notice. But you don't have to wait for your landlord to give you the Declaration. You can also get the Declaration form online at www.ihda.org.

What do I do with the signed Declaration?

You must give the signed Declaration to your landlord to be protected from an eviction for nonpayment of rent.

You should keep a copy of your Declaration and proof that you gave the Declaration to your landlord, in case you later need to prove that you gave your landlord the Declaration. Some ways you might prove that you gave the Declaration to your landlord are by emailing it to your landlord, sending it by certified mail, or having your landlord sign a statement saying that they received it.

When should I give my landlord the Declaration?

You can give the signed Declaration to your landlord at any time before an eviction order is entered, but it is best to give your landlord the Declaration before an eviction case is filed. If you give the Declaration to your landlord after an eviction case has been filed, the judge can either dismiss the case or just pause the case until the moratorium ends.

What should I do if my landlord challenges my Declaration?

If your landlord wants to challenge your Declaration, your landlord must file a motion in the eviction court case. That motion must include specific facts or legal arguments explaining why you are not protected by the moratorium. The judge will review the motion and decide whether to dismiss the eviction case or to schedule a hearing on your landlord's motion.

If the judge schedules a hearing, it is very important that you attend this hearing (which may be in-person or by Zoom). If you do not attend this hearing, the judge might automatically enter an eviction order against you. You can check with the Circuit Clerk to confirm whether the hearing will be in-person at the courthouse or by Zoom.

At the hearing, your landlord will have to prove that your Declaration is not valid and that you are not protected by the moratorium. You should be prepared to explain how you meet each of the four Declaration requirements. (It's a good idea to make notes for yourself before the hearing.) You should bring with you any documents that help prove that you meet the requirements. This might include rent receipts showing that you've paid partial rent, proof that you lost your job or that your hours were cut, rental assistance applications, information about how you spent a stimulus payment or tax refund, and information about your non-discretionary expenses.

You are strongly encouraged to talk to a lawyer if your landlord challenges your Declaration.

Tips for Landlords and Tenants to Settle an Eviction Case

- Explore rent assistance options!
- Consider lowering rent, either temporarily for a set period of time or for the rest of the lease.
- Consider a repayment agreement to allow the tenant to catch up on past due rent and stay in the unit. This may be a good option for tenants who are temporarily out of work due to the pandemic.
- Document payments with a receipt.
- If staying in the unit isn't an option, consider a move out agreement that will avoid entry of an eviction order. An eviction order may make it harder to find new housing in the future.
- If you reach an agreement, put it in writing. Have both parties sign and date the agreement, and make sure both parties get a fully signed copy. Be specific - about dollar amounts, dates, and everything else. This will help prevent miscommunication and disagreements later on.
- Talk to each other! If an eviction court case has already been filed, you don't have to wait for your court date to make an agreement. If you make an agreement before your court date, you might be able to submit an agreed order to the judge before court. Contact your local Circuit Court Clerk to find out the rules in your county.



Why should a landlord consider settling?

- Getting partial rent payments may be better than getting no rent, especially if it means keeping a good tenant.
 - Eviction court cases and finding new renters costs money.
 - An occupied unit may be safer than an empty unit.
 - Market rents may be lower than before COVID.
 - Many tenants are not looking for new units due to the COVID-19 pandemic, so it may be hard to re-rent an empty unit right now.
- There may be a long delay in getting and enforcing an eviction order.



Additional Resources for Tenants

- **Illinois eviction Declaration form & moratorium FAQs:** <https://www.ihda.org/>
- **Illinois Rental Payment Program:** <https://www.ihda.org/>
- Residents in many counties can **call 2-1-1** for help with rent, utility, and food assistance and more: www.illinois211.org (see covered counties [here](#))
- **Rentervention** (www.rentervention.com) helps tenants with COVID-related issues like evictions, rental assistance, and emergency housing
- Helpillinoisfamilies.com: assistance with rent, utilities, food and more
- **Statewide court forms:** <https://atjil.org/>
(including Application for Waiver of Court Fees, Appearance, Notice of Motion, and Interpreter Request)
- **Illinois Courts' Remote Hearings Directory:**
<http://illinoiscourts.gov/Administrative/remotehearings/default.asp>
- **Prairie State Legal Services' Renters Handbook:** <https://www.pslegal.org/covid-resources/>
- www.illinoislegalaid.org: Free legal information
- Find your local community action agency here:
<https://www2.illinois.gov/dceo/CommunityServices/HomeWeatherization/CommunityActionAgencies/Pages/default.aspx>
- Find your local homeless prevention provider here:
<https://www.dhs.state.il.us/page.aspx?item=110583>
- **Township General and Emergency Assistance:** Townships may be able to provide General or Emergency Assistance to their residents. Find your township here:
<https://www.toi.org/illinois-townships-map>
- **COVID-19 Housing & Utility Assistance Project:** If you are a refugee, immigrant, or have low English skills, you may be able to get rental, mortgage and utility assistance through this project. Call (312) 793-7120 or email dhs.bris@illinois.gov.
- covidhelpillinois.org: 24/7 free automated help for people facing housing and other problems during the pandemic

RENT REPAYMENT AGREEMENT

Landlord name: _____

Tenant name: _____

Property address: _____

1. **Amount owed.** We agree that the tenant owes the landlord:

\$ _____ (*dollar amount*) in past due rent; and

\$ _____ (*dollar amount*) in late fees (if allowed by the lease)

as of _____ (*date*).

These amounts include any reduction in or waiver of past due rent or late fees that we have agreed to.

For properties covered under the CARES Act, landlords cannot charge late fees for rent due between March 27 and July 24, 2020.

2. **Payment plan.** The tenant agrees to pay the amounts listed in paragraph 1 by paying the landlord:

\$ _____ (*dollar amount*) per week month other _____

for _____ (*number*) weeks months other _____

beginning on _____ (*date*).

Special payment instructions (*e.g. payments are due on the first of the month*):

These payments are in addition to any current rent that becomes due during this time period. The landlord will not charge any additional late fees for payments made under this Rent Repayment Agreement. Both parties are strongly encouraged to document payments with receipts.

Landlord
Initials

Tenant
Initials

3. **No eviction.** The landlord agrees not to file an eviction court case against the tenant for non-payment of rent as long as the tenant makes the payments required by this Rent Repayment Agreement plus current rent payments. If an eviction court case is already pending, the landlord agrees to dismiss that eviction case.

By signing this Rent Repayment Agreement, the parties agree that the tenancy shall continue, all prior eviction notices are rescinded, and the tenant may remain in the property.

4. **Signatures.** This Rent Repayment Agreement is not valid until it is signed by both the landlord and the tenant. Both the landlord and the tenant should receive a fully signed copy.

5. **Changes.** Any changes to this Rent Repayment Agreement must be in writing and signed by both the landlord and the tenant.

Landlord printed name

Date

Landlord signature

Tenant printed name

Date

Tenant signature

Landlord
Initials

Tenant
Initials

Instructions for Completing the Motion to Dismiss Eviction Case: Violation of the Illinois Eviction Moratorium

Use this motion to ask the judge to dismiss the eviction case against you if your landlord filed the case in violation of the Illinois eviction moratorium, which temporarily bans landlords from filing most residential eviction cases. You are strongly encouraged to talk to a lawyer before you file this motion.

How will I know if my landlord violated the Illinois eviction moratorium?

The Illinois eviction moratorium bans landlords from filing or continuing residential eviction cases between November 13, 2020 and May 29, 2021, unless:

- The reason for the eviction is a direct threat to the health and safety of other tenants, or an immediate and severe risk to property; OR
- The reason for the eviction is non-payment of rent, and you are not a “covered person.”

You are a “covered person” if the reason for the eviction is non-payment of rent and you give your landlord a written Declaration, signed under penalty of perjury, that says:

1. You either (i) expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), (ii) were not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2001 of the CARES Act;
2. You are unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;*
3. You are using best efforts to make timely partial rent payments that are as close to the full rent payment as your circumstances may permit, taking into account other Non-Discretionary Expenses; and
4. Eviction would likely render you homeless—or force you to move into and live in close quarters in a new congregate or shared living setting—because you have no other available housing options.

**If you have a hardship but it is not related to COVID, you may qualify under the federal CDC eviction moratorium which is currently in effect until June 30, 2021.*

Your landlord must give you a blank Declaration form at least 5 days before giving you an eviction notice. You can also get the Declaration form at www.ihda.org.

NOTE: If your eviction case was filed between April 23, 2020 and November 13, 2020, your case may be covered by a different eviction moratorium and you should talk to a lawyer.

Illinois Supreme Court Order on Residential Eviction Proceedings

On December 22, 2020, the Illinois Supreme Court issued an order requiring landlords to file a certification in every eviction case showing that they have complied with the eviction moratorium. If the landlord does not file the certification or does not meet the requirements of the eviction moratorium, then the judge will dismiss the case.

What should I do with the completed motion?

You will need to file the completed motion with the Circuit Clerk, give your landlord a copy, and schedule your motion for a hearing. More instructions and forms to help you do this are at <https://atjil.org/>.

HOW TO FILL OUT THE MOTION

- Case no.: You can find the case number on the complaint and any other court papers you received in this case.
- Paragraph 1: Fill in your address.
- Paragraph 2: Enter information about the eviction notice you received from your landlord. The notice might be called a 5-day, 10-day, or 30-day eviction notice, notice to quit, or notice to terminate tenancy. Attach a copy of the eviction notice to your motion if you have it. If your landlord did not give you an eviction notice before filing the eviction case, check that box.
- Paragraph 3: Enter the date that your landlord filed the eviction court case against you. You should be able to find the filing date in the upper right of the first page of the complaint.
- Paragraph 4: Check the box to indicate the reason for the eviction listed in your eviction notice and/or complaint.
- Section I: Violation of the Illinois Residential Eviction Moratorium: Check this box only if your landlord filed this case between November 13, 2020 and May 29, 2021 and at least one of the following is true:
 - Your landlord did not give you and all other tenants the Declaration form at least 5 days before giving you an eviction notice;
 - This case is based on non-payment of rent and you gave your landlord a completed Declaration;
 - This case is based on some reason other than non-payment of rent, a direct threat to the health and safety of other tenants, or an immediate and severe risk to property.
- Paragraph 6(b): Enter information about your case. If you are completing Section I of this motion, you must check at least one box in paragraph 6(b).
 - Check the first box if your landlord did not give you the required Declaration

- form at least 5 days before giving you an eviction notice.
 - Check the second box if this case is based on non-payment of rent and you gave your landlord a completed Declaration at any time. Attach a copy of your completed Declaration if you have it.
 - Check the third box if this case is not based on non-payment of rent, a direct threat to the health and safety of other tenants, or an immediate and severe risk to property.
- Section II: Failure to File Plaintiff's Certification of Compliance with Governor's Executive Order on Evictions: Check this box only if:
 - Your landlord filed this case between December 22, 2020 and May 29, 2021;
AND
 - Your landlord did not file a Plaintiff's Certification of Compliance with the Governor's Executive Order on Evictions in this case; or your landlord did file the Certification of Compliance, but the information in the Certification of Compliance is incorrect.

If you do not know whether your landlord filed a Certification of Compliance, you can call the Circuit Court Clerk for your county or check the online court records.

- Paragraph 9: If you are filling out Section II of the motion, you must check the box for either paragraph 9(a) or 9(b). Do not check both boxes.
 - Check the box for 9(a) if your landlord did not file the Plaintiff's Certification of Compliance in this case.
 - Check the box for 9(b) if your landlord did file the Certification of Compliance in this case, but the information in the Certification of Compliance is wrong. Then check at least one of the boxes to show which information is wrong. If you gave your landlord a completed Declaration form before this case was filed, attach a copy of the Declaration if you have it.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
_____ COUNTY, ILLINOIS

_____)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
_____)	
)	
Defendant.)	

MOTION TO DISMISS EVICTION CASE:
VIOLATION OF THE ILLINOIS EVICTION MORATORIUM

Defendant, _____ (*your name*), moves this Court to dismiss the Plaintiff’s eviction case pursuant to 735 ILCS 5/2-619. In support thereof, Defendant states as follows:

- I live at:

_____ (City), IL _____ (Zip Code)

(“the property”).

- Eviiction notice (*check all that apply*):
 - On _____ (*date*), my landlord gave me an eviction notice.
 - A copy of my eviction notice is attached as Exhibit A. (*Attach a copy of your eviction notice if you have it.*)
 - My landlord did not give me an eviction notice before filing this court case.

- On _____ (*date*), my landlord filed this eviction court case against me.

4. The eviction notice or complaint says that I am being evicted because *(check all that apply)*:

I owe past due rent;

My lease has expired;

Other: _____

SECTION I: VIOLATION OF THE ILLINOIS RESIDENTIAL EVICTION MORATORIUM

(Check this box and fill out this section if your landlord filed this case between November 13, 2020 and May 29, 2021 and at least one of the following is true: 1) your landlord did not give you and all other tenants the Declaration form at least 5 days before giving you an eviction notice; 2) this case is based on non-payment of rent and you gave your landlord a completed Declaration; 3) this case is based on some reason other than non-payment of rent, a direct threat to the health and safety of other tenants, or an immediate and severe risk to property.)

5. On November 13, 2020, Illinois Governor J.B. Pritzker entered Executive Order 2020-72, as amended and extended by Executive Orders 2020-74, 2021-01, 2021-04, 2021-05, 2021-06, and 2021-09, which prohibits a person or entity from commencing or continuing a residential eviction action pursuant to or arising under 735 ILCS 5/9-101 et seq. against a Covered Person for non-payment of rent, unless that person poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. A Covered Person is a tenant, lessee, sub-lessee, or resident of a residential property who provides to their landlord a Declaration that meets certain requirements. Landlords are required to provide each tenant, lessee, sub-lessee, and resident with a Declaration at least five days prior to commencement of any residential eviction proceeding including, but not limited to, prior to the issuance of a notice of termination of tenancy. A landlord may not commence a residential eviction action against tenants who do not owe rent, unless that tenant poses a direct threat to the health and

safety of other tenants or an immediate and severe risk to property. This moratorium is currently in effect through May 29, 2021.

6. My landlord has filed this case in violation of the Illinois residential eviction moratorium, because:

a. This case was filed between November 13, 2020 and May 29, 2021; and

b. *(Check at least one):*

My landlord did not give me and all other tenants, lessees, sub-lessees, and residents of my rental unit a Declaration form at least 5 days before giving me an eviction notice;

This case is based on non-payment of rent, but I am covered by the moratorium because I gave my landlord a completed Declaration that meets the requirements of Executive Order 2020-72, as amended and extended by Executive Orders 2020-74, 2021-01, 2021-04, 2021-05, 2021-06, and 2021-09, before this case was filed. *(Attach a copy of your Declaration if you have it. A Declaration is not required if you do not owe rent.)*

This case is based on non-payment of rent, but I am covered by the moratorium because I gave my landlord a completed Declaration that meets the requirements of Executive Order 2020-72, as amended and extended by Executive Orders 2020-74, 2021-01, 2021-04, 2021-05, 2021-06, and 2021-09, after this case was filed but before I filed this motion. *(Attach a copy of your Declaration if you have it. A Declaration is*

not required if you do not owe rent.)

This case is not based on non-payment of rent, a direct threat to the health and safety of other tenants, or an immediate and severe risk to property.

7. This case should be sealed pursuant to 735 ILCS 5/9-121(b) because the plaintiff's action is sufficiently without a basis in fact or law, placing the court file under seal is clearly in the interests of justice, and those interests are not outweighed by the public's interest in knowing about the record.

SECTION II: FAILURE TO FILE PLAINTIFF’S CERTIFICATION OF COMPLIANCE WITH THE GOVERNOR’S EXECUTIVE ORDER ON EVICTIONS

(Check this box and fill out this section if your landlord filed this case between December 22, 2020 and May 29, 2021; and your landlord did not file a Plaintiff’s Certification of Compliance with the Governor’s Executive Order on Evictions with the eviction complaint, or your landlord did file a Certification of Compliance but the information in the Certification of Compliance is incorrect.)

8. On December 22, 2020, the Illinois Supreme Court entered Order M.R. 30370 requiring that any eviction complaint be accompanied by the “Plaintiff’s Certification of Compliance with the Governor’s Executive Order on Evictions” form prescribed by the Court to demonstrate that (1) the Plaintiff/Landlord has provided each Defendant/Tenant with a form Declaration and has not received a qualifying Declaration; or (2) another stated exception to the Governor’s moratorium contained in the Executive Order applies.

9. My landlord has filed this case in violation of Illinois Supreme Court Order M.R. 30370 issued on December 22, 2020, because this case was filed between December 22, 2020 and May 29, 2021; and *(check a OR b)*:

a. My landlord did not file the required Plaintiff's Certification of Compliance with the Governor's Executive Order on Evictions in this case;

OR

b. My landlord did file the required Plaintiff's Certification of Compliance with the Governor's Executive Order on Evictions in this case, but the information in the Certification of Compliance is incorrect because *(check at least one):*

This case is not based on a direct threat to the health and safety of other tenants, or an immediate and severe risk to property;

My landlord did not give me and all other defendants to this case a Declaration form at least 5 days before giving me an eviction notice;

I gave my landlord a completed Declaration that meets the requirements of Executive Order 2020-72, as amended and extended by Executive Orders 2020-74, 2021-01, 2021-04, 2021-05, 2021-06, and 2021-09, before this case was filed but the Certification says I did not. *(Attach a copy of your Declaration if you have it.)*

10. This case should be sealed pursuant to Illinois Supreme Court Order M.R. 30370 and 735 ILCS 5/9-121(b) because the plaintiff's action is sufficiently without a basis in fact or

law, placing the court file under seal is clearly in the interests of justice, and those interests are not outweighed by the public's interest in knowing about the record.

WHEREFORE, Defendant asks that this case be dismissed, and this matter be sealed by the Clerk of the Court.

I certify that everything in the Motion to Dismiss: Violation of the Illinois Eviction Moratorium is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under 735 ILCS 5/1-109.

Signature

Street Address

Print name

City, State, Zip

Telephone number

I agree to receive court documents at this email address during my entire case:

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
_____ COUNTY, ILLINOIS

_____)	
)	
Plaintiff,)	
)	
vs.)	Case No. _____
)	
_____)	
)	
Defendant.)	

AGREED DISMISSAL ORDER: PAY AND STAY

This cause coming before the Court; the Court being fully advised in the premises, having jurisdiction over the subject matter, and by agreement of the parties, FINDS AS FOLLOWS:

1. Plaintiff (landlord) and Defendant (tenant) agree that Defendant (tenant) owes Plaintiff (landlord) \$_____ total in past due rent, late fees if any, and costs if any. (If the property is covered by the CARES Act, no late fees can be charged for rent due between March 27 and July 24, 2020.)

2. Defendant (tenant) agrees to pay the amount listed in paragraph 1 by paying Plaintiff (landlord):
\$_____ (dollar amount) per week month other _____
for _____ (number) weeks months other _____
beginning on _____ (date).

Special payment instructions or additional provisions:

These payments are in addition to any current rent that becomes due during this time period.

3. Plaintiff (landlord) agrees to reinstate the tenancy and that Defendant (tenant) may remain in the unit, subject to the terms of the repayment agreement.

Plaintiff Initials Defendant Initials

IT IS HEREBY ORDERED:

A. This case is dismissed without prejudice.

B. The tenancy is reinstated and Defendant (tenant) shall be allowed to remain in the unit, subject to the terms of the repayment agreement in paragraph 2.

C. If the Defendant (tenant) does not comply with the repayment agreement in paragraph 2, Plaintiff (landlord) may file and schedule a motion to enforce the agreement with proper notice to Defendant (tenant). If the Court finds after hearing that Defendant (tenant) has not complied with the repayment agreement, then Plaintiff (landlord) will be entitled to a judgment for immediate possession and a money judgment for the amount Defendant (tenant) still owes.

D. The court retains jurisdiction to enforce all terms of this order.

Dated: _____

Signed: _____
Judge

Agreed to by:

Plaintiff (Landlord) Signature

Date

Print name

Street Address

Telephone number

City, State, Zip

I agree to receive court documents at this email address during my entire case:

Defendant (Tenant) Signature

Date

Print name

Street Address

Telephone number

City, State, Zip

I agree to receive court documents at this email address during my entire case:

Plaintiff Initials

Defendant Initials

Attending Court by Phone or Video: Questions and Tips for Court Users



How do I know if my court date is by phone or video rather than at the courthouse?

The court will notify you if your hearing is remote. You may be contacted by mail, email, text message, or phone so check all of your messages regularly.

Can I ask to appear for court by phone or video?

You can request to appear remotely by phone or video. Call the Clerk's office for information.

How do I attend a remote hearing?

The court will send you instructions on how to join your remote hearing by phone or video. If you still have questions, you can call the Clerk's office.

Will it cost me money to attend remotely?

There are many free options for appearing remotely. If cost is a concern, you can ask the court to use a free service or ask for a fee waiver.

Can I reschedule my remote hearing?

You must contact the Clerk's office ahead of time if you cannot attend your scheduled remote hearing.

What if I don't have a computer or phone?

If you do not have a computer, you can ask to appear by phone. If you do not have a phone, ask the Clerk what other options are available.

Can I still get an interpreter or disability accommodation for a remote hearing?

Yes, the court should provide the same services they would provide at an in-person hearing. Contact the Clerk's office to let them know you need help.

What should I expect during the hearing?

- You may be placed on hold or in a "waiting room" before the hearing starts.
- If you are appearing by video, set your screen name to appear as First Name Last Name.
- Introduce yourself when the hearing starts.
- Your hearing is live, and everyone can hear what you say. It may even be recorded by the court or viewable by the public.
- You should ask what will happen next in your case and how to get a copy of the court order.

Getting Ready for Your Remote Hearing



Check your Internet or phone connection.



Download the program the court tells you to use (for example, Zoom or Skype). Practice until you feel comfortable using it.



Charge your computer or mobile device. Make sure your phone has enough minutes.



Use earbuds or headphone if you can. This makes it easier to hear you speak.



Check with the court ahead of time if you have evidence to share (including documents and photos) or witnesses to call.



If you communicate directly with the judge (not the clerk), you are required to also include the other party in your messages.



Use an empty, quiet place where no one will interrupt you and with no background noise.



Set the camera at eye level. If using a phone, prop it up so your hands are free.



Pause before speaking in case there is any audio/video lag. Mute yourself when not speaking to improve sound quality. Let the judge know immediately if you cannot hear what is being said.



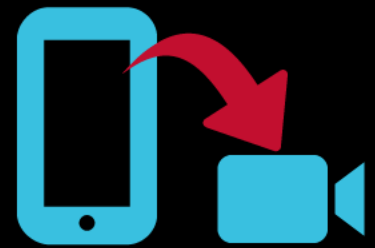
Even if you are at home, remember that a remote hearing is still an official court hearing and you should dress and behave appropriately.

If you have any questions, reach out to the Clerk's office as soon as possible. If you wait until right before your hearing, it may be too late to get help.



ZOOM FROM YOUR PHONE

How to use Zoom on your smart phone
for your remote court hearing



1

GO TO YOUR APP STORE

On iPhones, it is called the App Store. On Androids, it is called Google Play. If the court gave you a link, click the link and follow the instructions.



2

DOWNLOAD THE ZOOM APP

Search for the Zoom Cloud Meetings app in the search bar and download the FREE app called "ZOOM Cloud Meetings."



ZOOM Cloud Meetings
Meet Happy
★★★★★ 965K



3

OPEN THE ZOOM APP

You can open the Zoom app immediately after downloading it by clicking the "Open" button in your App Store or you can open the Zoom app that is now on your phone.

OPEN



4

CLICK "JOIN A MEETING"

You do not need to "Sign Up" or "Sign In" to join a meeting.

Join a Meeting

5

TYPE YOUR INFORMATION AND CLICK "JOIN"

Type in the Meeting ID Number the court gives you in the box labeled **A**.
Type in your full name in the box labeled **B**.

Cancel Join a Meeting

Meeting ID **A**

Join with a personal link name

Screen Name **B**

Join

6

TYPE THE ZOOM MEETING PASSWORD

Type in the Zoom Meeting Password the court gives you in the box labeled **C** and click "Continue."

Please enter your meeting password

Password **C**

Cancel Continue

7

CLICK "JOIN WITH VIDEO"

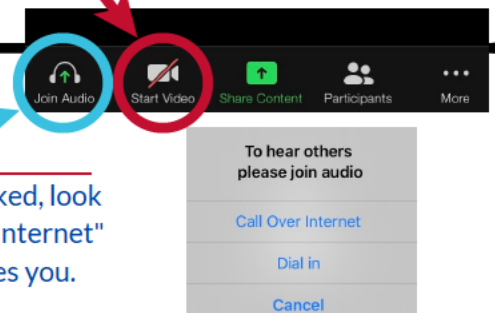
You will be automatically asked to connect to video. If you are not asked, look for the camera symbol and click "Start Video."

Join with Video

8

CLICK "CALL OVER INTERNET" OR "DEVICE AUDIO"

You will be automatically asked to connect to audio. If you are not asked, look for the headphones symbol, click "Join Audio," and select "Call Over Internet" or "Device Audio." "Dial in" requires the phone number the court gives you.



ZOOM FROM YOUR COMPUTER

How to use Zoom on your computer or laptop (with a webcam) for your remote court hearing



1

GO TO zoom.us/join

If the court gave you a link, click the link and follow the instructions.



2

TYPE YOUR INFORMATION AND CLICK "JOIN"

Type in the Meeting ID Number the court gives you in the box labeled **A** and click "Join."

Join a Meeting

3

CLICK "OPEN ZOOM MEETINGS"

If you don't have Zoom installed on your computer, click on "download and run Zoom" and open the .exe file to install Zoom.

4

TYPE YOUR INFORMATION AND CLICK "JOIN MEETING"

Type in the Meeting ID Number the court gives you in the box labeled **B**. Type in your full name in the box labeled **C**.

5

TYPE THE ZOOM MEETING PASSWORD

Type in the Zoom Meeting Password the court gives you in the box labeled **D** and click "Join Meeting."

6

CLICK "JOIN WITH VIDEO"

You will see a video preview before you join with video. If you do not want to appear with video, click "Join without Video."

7

CLICK "JOIN WITH COMPUTER AUDIO"

You can test your speaker and Microphone by click the words under "Join with Computer Audio."

Getting Ready for Your Remote Hearing:

- Check your internet or phone connection.
- Charge your computer or phone. Make sure you have enough minutes.
- Use earbuds or headphones if you can. This makes it easier to hear you speak.
- Look for the microphone symbol to mute and un-mute yourself.
- Keep yourself on mute when your case is not before the judge.
- Use an empty, quiet space where no one will interrupt you and with no background noise.
- Set the camera at eye level. If using a phone, prop it up so your hands are free.
- Pause before speaking in case there is audio/video lag.
- Even if you are at home, remember that a remote hearing is still an official court hearing and you should dress and behave appropriately.