

HOUSING

(310 ILCS 60/) Federally Assisted Housing Preservation Act.

(310 ILCS 60/1) (from Ch. 67 1/2, par. 1151)

Sec. 1. Short title. This Act may be cited as the Federally Assisted Housing Preservation Act.
(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/2) (from Ch. 67 1/2, par. 1152)

Sec. 2. It is the purpose of this Act to preserve and retain to the maximum extent possible, as housing affordable to low and moderate income families or persons, those privately owned dwelling units that were provided for such purposes with federal assistance, to protect the tenants of these units from displacement resulting from the loss of use restrictions attached to these units and to address the overall lack of affordable housing for low and moderate income families or persons in Illinois.
(Source: P.A. 86-810.)

(310 ILCS 60/3) (from Ch. 67 1/2, par. 1153)

Sec. 3. Definitions. As used in this Act:

(a) "IHDA" means the Illinois Housing Development Authority.

(b) (Blank).

(c) (Blank).

(d) "Owner" means the person, partnership, or corporation that holds title to an assisted housing development.

(e) "Assisted housing" or "assisted housing development" means a rental housing development, or a mixed use development that includes rental housing, that receives government assistance under any of the following programs:

(1) New construction, substantial rehabilitation, moderate rehabilitation, property disposition and loan management set-aside programs, or any other program providing project-based rental assistance, under Section 8 of the United States Housing Act of 1937, as amended.

(2) The Below-Market-Interest-Rate Program under Section 221(d)(3) of the National Housing Act.

(3) Section 236 of the National Housing Act.

(4) Section 202 of the National Housing Act.

(5) Programs for rent supplement assistance under Section 101 of the Housing and Urban Development Act of 1965, as amended.

(6) Programs under Section 514 or 515 of the Housing Act of 1949.

(7) Section 42 of the Internal Revenue Code.

(f) "Tenant" means a tenant, subtenant, lessee, sublessee or other person entitled to possession, occupancy or benefits of a rental unit within the assisted housing.

(g) "Tenant Association" means an association, corporation or other organization that represents at least a majority of the tenants in the assisted housing building.

(h) "Prepayment" means the payment in full or refinancing of the federally insured or federally held mortgage indebtedness prior to its original maturity date, or the voluntary cancellation of mortgage insurance, on an assisted housing development described in paragraph (2), (3), or (4) of subsection (e) that would have the effect of removing the

affordability restrictions applicable to the assisted housing development under the programs described in paragraph (2), (3), or (4) of subsection (e).

(i) "Termination" means:

(1) the expiration or early termination of an assisted housing development's participation in a federal subsidy program for assisted housing described in paragraph (1) of subsection (e), or

(2) the expiration or early termination of an assisted housing development's affordability restrictions described in Section 42(g) of the Internal Revenue Code for assisted housing described in paragraph (7) of subsection (e), when that event results in an increase in tenant rents, a change in the form of subsidy from project-based to tenant-based, or a change in use of the assisted housing development to a use other than rental housing.

(j) "Affected public entities" means: the mayor of the city in which the assisted housing development is located or, if the development is located in an unincorporated area, the chairperson of the county board; the public housing authority in whose jurisdiction the assisted housing development is located, if any; and IHDA.

(k) "Affordability restrictions" means limits on rents that owners may charge for occupancy of a rental unit in assisted housing and limits on tenant income for persons or families seeking to qualify as tenants in assisted housing.

(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/4) (from Ch. 67 1/2, par. 1154)

Sec. 4. Notice of intent to sell. (a) An owner may not sell or otherwise dispose of assisted housing, complete prepayment, or complete a termination unless, not less than 12 months before the prepayment, termination, sale, or disposal, the owner submits to all tenants of the assisted housing and to all affected public entities a notice of intent to complete prepayment, complete termination, sell, or otherwise dispose of the property.

(a-5) Every notice required under subsection (a) must include the address of the assisted housing, characteristics of the property including the number of units, and the names and addresses of the owners. The notice must also include the date on which the owner intends to sell, lease, complete prepayment, complete termination, or otherwise dispose of the property, as well as a detailed list of affordability restrictions applicable to the property. IHDA shall adopt rules concerning the content, format, delivery, and publication of such notices.

(b) Within 60 days after the date of the owner's notice pursuant to subsection (a), the tenants may notify the owner that they have formed a Tenant Association meeting the requirements of this Act and shall designate the name of its representative or representatives in the notice. The Tenant Association may enter into an agreement with a not-for-profit corporation or private purchaser in which the not-for-profit corporation or private purchaser agrees to represent the residents and maintain the development in a manner that preserves the housing development's existing affordability restrictions or that would qualify the housing development as affordable housing as defined in the Illinois Affordable

Housing Act. The agreement must set forth the minimum length of time that the affordability restrictions will be in effect. The Tenant Association and individual tenants in the assisted housing shall each have the right to bring an action for specific performance or other injunctive relief for enforcement of the agreement, and the agreement must contain provisions to this effect along with such other remedies for breach as the Tenant Association and the not-for-profit corporation or private purchaser may agree. Once such an agreement is entered into, the not-for-profit corporation or private purchaser shall assume all rights and responsibilities attributed to the Tenant Association under this Act.

(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/5) (from Ch. 67 1/2, par. 1155)

Sec. 5. Offer for sale to Tenant Association. Within 60 days after the Tenant Association has complied with the requirements of Section 4, the owner shall, before selling, leasing, completing prepayment, completing termination, or otherwise disposing of the property, provide to the Tenant Association a bona fide offer for sale of the property which shall contain the essential terms of the sale, including, at a minimum, the following: the sales price; the terms of seller financing, if any, including the amount, the interest rate, and amortization rate thereof; the terms of assumable financing, if any, including the amount, the interest rate, and the amortization rate thereof; and proposed improvements, if any, to the property to be made by the owner in connection with the sale.

(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/6) (from Ch. 67 1/2, par. 1156)

Sec. 6. Notice of intent to purchase.

(a) The Tenant Association shall notify the owner in writing, within 90 days after the receipt of the bona fide offer of sale, of its intent to purchase the assisted housing.

(b) The owner shall, after receiving a notice pursuant to subsection (a), comply with any reasonable request to make documents available to the Tenant Association, during normal business hours at the owner's principal place of business within 15 days of receiving such a request, including but not limited to: a floor plan of the development; itemized lists of monthly operating expenses, capital expenditures in each of the 2 preceding calendar years and deferred maintenance costs; the amount of project reserves; utility consumption rates; copies of financial and physical inspection reports filed with federal, State or local agencies; the most recent rent roll; a list of tenants; a list of vacant units; and a statement of the vacancy rate at the development for each of the 2 preceding calendar years.

(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/7) (from Ch. 67 1/2, par. 1157)

Sec. 7. Bona fide offer to purchase; contract.

(a) The Tenant Association shall, within 90 days after it notifies the owner of its intent to purchase, provide the owner with a bona fide offer to purchase evidenced by a purchase contract reflecting a sales price and terms agreed to by the parties or the sales price and terms determined

pursuant to subsection (b) of this Section and an earnest money deposit equal to 5% of the bona fide offer to purchase.

(b) If the parties are unable to agree to a sales price within the first 60 days of the 90 day period specified in subsection (a), the sale price of the assisted housing shall be based upon its fair market value, based on its highest and best use, without affordability restrictions, as determined by 2 independent appraisers qualified to perform multi-family housing appraisals. One appraiser shall be selected and paid by the owner and the other shall be selected and paid by the Tenant Association. If the appraisers fail to agree upon a fair market value, the owner and the Tenant Association shall either jointly select and pay a third appraiser whose appraisal shall be binding, or agree to take an average of the 2 appraisals. All appraisers shall be MAI certified. The determination of the sales price pursuant to this subsection shall be completed within the 90 day period specified in subsection (a) of this Section.

(c) The Tenant Association shall agree to close on the sale within 90 days from the date the parties sign the contract to purchase.

(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/8) (from Ch. 67 1/2, par. 1158)

Sec. 8. The provisions of this Act shall not apply to any of the following: a government taking by eminent domain or negotiated purchase; a forced sale pursuant to a foreclosure; a transfer by gift, devise or operation of law; or an owner's sale or other disposition of assisted housing in a manner pursuant to which the property after the sale or other disposition continues to be assisted housing as defined in this Act.

(Source: P.A. 93-727, eff. 7-14-04.)

(310 ILCS 60/9) (from Ch. 67 1/2, par. 1159)

Sec. 9. If the Tenant Association fails to provide notice to the owner pursuant to Sections 4 or 6 or fails to meet the requirements of Section 7, the owner is released from any and all requirements and obligations under this Act.

(Source: P.A. 86-810.)

(310 ILCS 60/10) (from Ch. 67 1/2, par. 1160)

Sec. 10. Any notice provided for in this Act shall be deemed given when a written notice is delivered in person or mailed by certified or registered mail, return receipt requested, to the party to whom notice is given.

(Source: P.A. 86-810.)

(310 ILCS 60/10.1) (from Ch. 67 1/2, par. 1160.1)

Sec. 10.1. Civil action against owner. The Tenant Association, or one or more tenants in the assisted housing, may bring a civil action against an owner who has violated this Act. An owner found to have violated any provision of this Act shall, in addition to any other damages, pay a civil penalty to each tenant in the assisted housing in the amount of \$500 per tenant, and shall also pay the attorney's fees and costs incurred in bringing the action.

(Source: P.A. 93-727, eff. 7-14-04.)