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Illinois Safe Homes Act and Safer Homes Act: What Housing Providers Need to Know

Illinois housing providers are increasingly encountering tenants who invoke rights under six Illinois statutes, including the Safe Homes Act, that provide protections for victims of domestic or sexual violence and their families. While the underlying Safe Homes Act has been in place for several years, a new disclosure statute – the Safer Homes Act – which took effect January 1, 2026, imposes additional, affirmative obligations on housing providers. Together, these laws create meaningful compliance and enforcement risks, particularly where allegations of domestic violence, sexual violence, or stalking arise.

This article provides an overview of the Safer Homes Act disclosure requirements, summarizes the substantive protections of the Safe Homes Act, and explains how violations may intersect with enforcement by the Illinois Department of Human Rights (IDHR) and, for some providers, federal obligations under the Violence Against Women Act (VAWA).

Illinois' New Safer Homes Act: Lease Disclosure Obligations Begin January 1

Effective January 1, the Illinois Safer Homes Act (765 ILCS 752) requires housing providers to provide tenants with a state-issued "Summary of the Illinois Safe Homes Act" at the start of the tenancy. The summary must be attached as the first four pages of every written residential lease, and each page must be initialed by the tenant. A link to the summary may be found here.

The purpose of the statute is informational rather than substantive. It is intended to ensure that tenants are aware, before signing a lease, of the rights Illinois law provides to tenants facing domestic violence, sexual violence, or stalking. IDHR has

published the required summary form and made it available online for housing provider use.

Penalties for Noncompliance

Housing providers who fail to provide the required summary face statutory penalties. A housing provider may be liable for the greater of (i) the tenant's actual damages, capped at $2,000, or (ii) $100. The statute also authorizes an award of attorneys' fees and costs to a tenant who prevails in an action based on a failure to provide the required disclosure. Although the damages may appear limited, fee-shifting substantially increases litigation exposure.

The Underlying Safe Homes Act: Substantive Tenant Protections

The Safer Homes Act operates alongside the Illinois Safe Homes Act (765 ILCS 750), which provides substantive protections for tenants who fear or experience domestic violence, sexual violence, or stalking.

Early Lease Termination Based on Imminent Threat

The Safe Homes Act creates an affirmative defense to future rent liability when a tenant vacates due to a credible imminent threat of domestic or sexual violence. To qualify, the tenant must reasonably believe that such a threat exists and must provide written notice to the housing provider before or within three days after vacating, stating that the reason for leaving is the threat. The tenant remains responsible for rent owed through the date of vacating but is not liable for rent accruing afterward.

Sexual Violence Occurring on the Premises

The statute also addresses situations in which sexual violence occurs on the housing provider's premises. In these cases, a tenant must provide written notice within 60 days after the sexual violence occurred stating that the reason for vacating is sexual violence and must also provide written certification verifying the sexual violence from a statutorily authorized third party.

The statute limits certification to specific evidence categories: medical, court, law enforcement, or an employee of a victim services organization. Notice alone is not sufficient. Without proper certification, a housing provider is not required to release the tenant from the lease under this provision.

Lock Change Requirements

The Safe Homes Act also permits tenants who reasonably believe they face a credible imminent threat of domestic or sexual violence to request a lock change. When a tenant submits a written request along with the required supporting documentation, the housing provider must change the locks or authorize the tenant to do so within 48 hours. If the housing provider fails to act within that timeframe, the tenant may change the locks independently, provided a key is supplied to the housing provider afterward.

Confidentiality Obligations

Information provided by a tenant in connection with Safe Homes Act rights must be treated as confidential. Housing providers may not disclose that a tenant has exercised Safe Homes Act rights to future housing providers or third parties, and improper disclosure may give rise to statutory damages and attorneys' fees.

Enforcement Through IDHR and Potential Illinois Human Rights Act and Fair Housing Act Liability

Although a violation of the Safer Homes Act does not constitute a violation of the Illinois Human Rights Act (IHRA) or the Federal Fair Housing Act (FHA), the IHRA provides protections to individuals who have an order of protection. The FHA provides protections based on sex. Tenants may file complaints with IDHR and with the U.S. Department of Housing and Urban Development (HUD) alleging discrimination or retaliation based on a housing provider's handling of domestic or sexual violence-related issues.

In practice, a failure to comply with Safe Homes Act obligations – such as refusing to honor a qualifying lease termination, penalizing a tenant for police calls related to abuse, or disclosing survivor-related information – may be cited as evidence

supporting a broader discrimination or retaliation claim. Proceedings before IDHR or HUD can involve investigations, potential damages, attorneys' fees, and reputational risk.

Additional Obligations for VAWA-Covered Housing Providers

Housing providers who participate in certain federally funded housing programs must also comply with VAWA obligations. VAWA applies to covered housing providers participating in specified HUD programs and imposes obligations in addition to Illinois law.

Among other requirements, VAWA generally prohibits covered providers from denying housing based on survivor status, requires lease bifurcation to remove an abusive household member where appropriate, limits documentation demands, restricts penalties for abuse-related conduct, and imposes strict confidentiality requirements. For Illinois housing providers subject to VAWA, compliance failures may implicate both federal program enforcement and state civil rights claims.

Practical Takeaways for Housing Providers

Housing providers should ensure that lease forms are updated to include the required Safer Homes Act summary, that property managers are trained on Safe Homes Act procedures, and that requests involving domestic or sexual violence are handled promptly, confidentially, and consistently. Early legal guidance can help prevent routine tenant issues from escalating into statutory or civil rights disputes.

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