

HB5792



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB5792

by Rep. Michael Halpin

SYNOPSIS AS INTRODUCED:

765 ILCS 710/1

from Ch. 80, par. 101

Amends the Security Depot Return Act. Provides that for a written lease that specifies costs, the costs specified shall be for damage beyond normal wear and tear and reasonable to restore the leased premises to the same condition at the time the lease began. Effective immediately.

LRB100 18540 LNS 33758 b

A BILL FOR

1 AN ACT concerning civil law.

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

4 Section 5. The Security Deposit Return Act is amended by
5 changing Section 1 as follows:

6 (765 ILCS 710/1) (from Ch. 80, par. 101)

7 Sec. 1. Statement of damage.

8 (a) Except as provided in subsection (b), a lessor of
9 residential real property, containing 5 or more units, who has
10 received a security deposit from a lessee to secure the payment
11 of rent or to compensate for damage to the leased premises may
12 not withhold any part of that deposit as reimbursement for
13 property damage unless the lessor has, within 30 days of the
14 date that the lessee vacated the leased premises, furnished to
15 the lessee, by personal delivery, by postmarked mail directed
16 to his or her last known address, or by electronic mail to a
17 verified electronic mail address provided by the lessee, an
18 itemized statement of the damage allegedly caused to the leased
19 premises and the estimated or actual cost for repairing or
20 replacing each item on that statement, attaching the paid
21 receipts, or copies thereof, for the repair or replacement. If
22 the lessor utilizes his or her own labor to repair or replace
23 any damage or damaged items caused by the lessee, the lessor

1 may include the reasonable cost of his or her labor to repair
2 or replace such damage or damaged items. If estimated cost is
3 given, the lessor shall furnish to the lessee, delivered in
4 person or by postmarked mail directed to the last known address
5 of the lessee or another address provided by the lessee, paid
6 receipts, or copies thereof, within 30 days from the date the
7 statement showing estimated cost was furnished to the lessee,
8 as required by this Section. If a written lease specifies the
9 cost for cleaning, repair, or replacement of any component of
10 the leased premises or any component of the building or common
11 areas that, if damaged, will not be replaced, the lessor may
12 withhold the dollar amount specified in the lease. Costs
13 specified in a written lease shall be for damage beyond normal
14 wear and tear and reasonable to restore the leased premises to
15 the same condition as at the time the lease began. The itemized
16 statement shall reference the dollar amount specified in the
17 written lease associated with the specific building component
18 or amenity and include a copy of the applicable portion of the
19 lease. Deductions for costs or values not specified in the
20 lease shall otherwise comply with the requirements of this
21 Section. If no such statement and receipts, or copies thereof,
22 are furnished to the lessee as required by this Section, the
23 lessor shall return the security deposit in full within 45 days
24 of the date that the lessee vacated the premises, delivered in
25 person or by postmarked mail directed to the last known address
26 of the lessee or another address provided by the lessee. If the

1 lessee fails to provide the lessor with a mailing address or
2 electronic mail address, the lessor shall not be held liable
3 for any damages or penalties as a result of the lessee's
4 failure to provide an address.

5 (b) If, through no fault of the lessor, the lessor is
6 unable to produce as required in subsection (a) receipts for
7 repairs or replacements, or copies thereof, then the lessor
8 shall produce an itemized list of the cost of repair or
9 replacement, any other evidence the lessor has of the cost, and
10 a verified statement of the lessor or the agent of the lessor
11 detailing the specific reasons why the lessor is unable to
12 produce the required receipts or copies and verifying that the
13 lessor has provided all other evidence the lessor has of the
14 cost.

15 (c) Upon a finding by a circuit court that a lessor has
16 refused to supply the itemized statement required by this
17 Section, or has supplied such statement in bad faith, and has
18 failed or refused to return the amount of the security deposit
19 due within the time limits provided, the lessor shall be liable
20 for an amount equal to twice the amount of the security deposit
21 due, together with court costs and reasonable attorney's fees.

22 (Source: P.A. 100-269, eff. 1-1-18.)

23 Section 99. Effective date. This Act takes effect upon
24 becoming law.