



Sen. Mike Simmons

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10400HB3564sam002

LRB104 10911 JRC 26230 a

1 AMENDMENT TO HOUSE BILL 3564

2 AMENDMENT NO. _____. Amend House Bill 3564 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the
5 Rental Fee Transparency and Fairness Act.

6 Section 5. Definitions. As used in this Act:

7 "Landlord" means the owner of a building, or the owner's
8 agent with regard to matters concerning a landlord's leasing
9 of one or more residential dwelling units.

10 "Lease" or "lease agreement" means an agreement for the
11 rental of residential property.

12 "Listing" means an advertisement or written notice
13 conveying that a property is available for lease.

14 "Tenant" means a person who has entered into an oral or
15 written residential lease with a landlord in which the person
16 is the lessee under the lease of a residential dwelling.

1 Section 10. Rental fee disclosure.

2 (a) All nonoptional fees, regardless of whether they are
3 one-time fees or recurring fees, shall be explicitly contained
4 on the first page of a lease agreement. If a fee is not
5 explicitly contained on the first page of a lease agreement, a
6 tenant is not liable for payment of such a fee.

7 (b) A listing for the rental of residential property must
8 disclose in a clear and conspicuous manner the nonoptional
9 fees included with the total amount for rent.

10 (c) In a lease agreement disclosure or unit listing, the
11 landlord must disclose whether utilities are included in rent.

12 Section 15. Junk fee ban. No landlord or lease agreement
13 may require the payment by the tenant of any of the following:

14 (1) a fee or fine ancillary to the application fee;

15 (2) a fee or fine for modification or renewal of a
16 lease agreement;

17 (3) a fee or fine for an eviction notice or the filing
18 of an eviction action;

19 (4) a fee or fine for after-hours requests for
20 maintenance service;

21 (5) a fee or fine for contacting the building owner or
22 property manager;

23 (6) a fee or fine for travel required to complete
24 needed maintenance work or safety repairs;

1 (7) a fee or fine for a maintenance hotline or call to
2 a maintenance hotline;

3 (8) a fee or fine for the routine maintenance and
4 upkeep of the unit;

5 (9) a fee or fine for restoring access after a tenant
6 is locked out;

7 (10) a fee or fine to set up an online account or
8 online portal necessary to pay rent or utility costs;

9 (11) a fee or fine for pest abatement or removal; or

10 (12) a fee or fine for an in-person walk through of the
11 unit.

12 Section 20. Security deposits and move-in fees.

13 (a) No landlord may charge a tenant both a security
14 deposit and a move-in or move-out fee.

15 (b) The total amount of a security deposit may not exceed
16 the amount of the first full month's rent for the tenant's
17 dwelling unit. If rent is not paid or otherwise apportioned on
18 a monthly basis, then for the sole purpose of applying this
19 limit the total rent shall be prorated on an equal, monthly
20 basis and the total charge to a tenant for the cost of a
21 security deposit may not exceed the prorated monthly rental
22 amount.

23 (c) If a landlord charges a move-in or move-out fee, the
24 landlord shall provide the tenant with an itemized list of the
25 landlord's reasonable estimate of the costs of services,

1 including bundled services, that comprise the move-in or
2 move-out fee. A tenant may opt out of bundled services. The
3 total amount of the move-in or move-out fee may not exceed 20%
4 of the first full month's rent for the tenant's dwelling unit.
5 If rent is not paid or otherwise apportioned on a monthly
6 basis, then for the sole purpose of applying this limit the
7 total rent shall be prorated on an equal, monthly basis and the
8 total charge to a tenant for the cost of a move-in fee or
9 move-out fee may not exceed 20% of the prorated monthly rental
10 amount. The landlord may not charge the tenant for costs
11 associated with routine maintenance and upkeep of the unit or
12 premises.

13 Section 25. Fee payments in installments. Except as
14 provided in paragraph (4), tenants may pay one-time fees in
15 installments as provided below. Landlords may not impose any
16 fee, charge any interest, or otherwise impose a cost on a
17 tenant because a tenant elects to pay in installments.

18 (1) For any lease agreement term that establishes a
19 tenancy for 6 months or longer, the tenant may elect to pay
20 one-time fees, excluding any payment made by a tenant to
21 the landlord before the inception of tenancy to reimburse
22 the landlord for the cost of obtaining a tenant screening
23 report, in 6 consecutive, equal monthly installments that
24 begin at the inception of the tenancy, or the tenant may
25 propose an alternative installment schedule. If the

1 landlord agrees to the tenant's alternative installment
2 schedule, the schedule shall be described in the rental
3 agreement.

4 (2) For any lease agreement term that establishes a
5 tenancy between 30 days and 6 months, the tenant may elect
6 to pay one-time fees, excluding any payment made by a
7 tenant to the landlord before the inception of tenancy to
8 reimburse the landlord for the cost of obtaining a tenant
9 screening report, in no more than 4 equal amounts that
10 begin at the inception of the tenancy and are paid in
11 installments of equal duration, or the tenant may propose
12 an alternative installment schedule. If the landlord
13 agrees to the tenant's alternative installment schedule,
14 the schedule shall be described in the rental agreement.

15 (3) For any lease agreement term that establishes a
16 tenancy from month to month, the tenant may elect to pay
17 one-time fees, excluding any payment made by a tenant to
18 the landlord before the inception of tenancy to reimburse
19 the landlord for the cost of obtaining a tenant screening
20 report, in 2 equal installments. The first payment is due
21 at the inception of the tenancy and the second payment is
22 due on the first day of the second month or period of the
23 tenancy, or the tenant may propose an alternative
24 installment schedule. If the landlord agrees to the
25 tenant's alternative installment schedule, the schedule
26 shall be described in the rental agreement.

1 (4) The tenant cannot elect to pay one-time fees in
2 installments if (i) the total amount of the one-time fees
3 does not exceed 25% of the first full month's rent for the
4 tenant's dwelling unit; and (ii) payment of the last
5 month's rent is not required at the inception of the
6 tenancy.

7 Section 30. Penalties.

8 (a) A violation of this Act constitutes an unlawful
9 practice under the Consumer Fraud and Deceptive Business
10 Practices Act.

11 (b) Any person alleging a violation of this Act may bring a
12 civil action, in accordance with applicable law, in any court
13 of competent jurisdiction. The court may order injunctive
14 relief, monetary relief, attorney's fees, and costs.

15 Section 35. Home rule preemption. A home rule unit may not
16 regulate transparency for rental fees in a manner inconsistent
17 with the provisions of this Act. This Section is a limitation
18 under subsection (i) of Section 6 of Article VII of the
19 Illinois Constitution on the concurrent exercise by home rule
20 units of powers and functions exercised by the State.

21 Section 40. Applicability. A landlord may not rename a fee
22 or charge to avoid application of this Act. This Act applies to
23 all lease agreements entered into after the effective date of

1 this Act.

2 Section 45. The Consumer Fraud and Deceptive Business
3 Practices Act is amended by adding Section 2HHHH as follows:

4 (815 ILCS 505/2HHHH new)

5 Sec. 2HHHH. Violations of the Rental Fee Transparency and
6 Fairness Act. Any person who violates the Rental Fee
7 Transparency and Fairness Act commits an unlawful practice
8 within the meaning of this Act.".