



Sen. Mike Simmons

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10400HB3564sam004

LRB104 10911 JRC 27045 a

1 AMENDMENT TO HOUSE BILL 3564

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

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

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

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

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

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

15 "Tenant" means a person who has entered into an oral or
16 written residential lease with a landlord in which the person

1 is the lessee under the lease of a residential dwelling.

2 Section 10. Rental fee disclosure.

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

8 (b) Non-optional fees shall be disclosed in a clear and
9 conspicuous manner in a listing of residential property.

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 for a rental application, including
15 background checks, in excess of \$50.

16 (2) A fee or fine ancillary to the application fee.

17 (3) A fee or fine for modification or renewal of a
18 lease agreement.

19 (4) A fee or fine for an eviction notice or the filing
20 of an eviction action prior to the court granting an
21 eviction order. This paragraph shall not be construed to
22 limit the ability of the landlord to recover court costs
23 and filing fees.

24 (5) A fee or fine for after-hours requests for

1 maintenance service.

2 (6) A fee or fine for contacting the building owner or
3 property manager for maintenance or service requests,
4 lease-related questions, or other items directly related
5 to the tenancy.

6 (7) A fee or fine for travel required to complete
7 needed maintenance work or safety repairs.

8 (8) A fee or fine for a maintenance hotline service or
9 call to a maintenance hotline for maintenance or service
10 requests, lease-related questions, or other items directly
11 related to the tenancy.

12 (9) A fee or fine for the routine maintenance and
13 upkeep of the unit.

14 (10) A fee or fine to set up an online account or
15 online portal necessary to pay rent or utility costs.

16 (11) A fee or fine for pest abatement or removal where
17 the tenant has in no way contributed to the infestation.

18 (12) A fee or fine for an in-person walk through of the
19 unit at the time of move-in and move-out.

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

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

23 (b) The total amount of a security deposit may not exceed
24 the amount of the first full month's rent for the tenant's
25 dwelling unit. If rent is not paid or otherwise apportioned on

1 a monthly basis, then for the sole purpose of applying this
2 limit the total rent shall be prorated on an equal, monthly
3 basis and the total charge to a tenant for the cost of a
4 security deposit may not exceed the prorated monthly rental
5 amount.

6 (c) If a landlord charges a move-in or move-out fee, the
7 landlord shall provide the tenant with an itemized list of the
8 landlord's reasonable estimate of the costs of services,
9 including bundled services, that comprise the move-in or
10 move-out fee. A tenant may opt out of bundled services. The
11 landlord shall not impose a move-in or move-out fee in excess
12 of the reasonable costs detailed in the itemized list provided
13 to the tenant. The landlord may not charge the tenant for costs
14 associated with routine maintenance and upkeep of the unit or
15 premises.

16 Section 25. Penalties. Any person alleging a violation of
17 this Act may bring a civil action, in accordance with
18 applicable law, in any court of competent jurisdiction. The
19 court may order injunctive relief, monetary relief, attorney's
20 fees, and costs.

21 Section 30. Home rule. Any home rule unit of local
22 government, non-home rule municipality, or non-home rule
23 county within the unincorporated territory of the county may
24 regulate fees charged to tenants, but such regulations must,

1 at a minimum, restrict fees charged to tenants in a manner
2 equal to this Act. This Section is a limitation under
3 subsection (i) of Section 6 of Article VII of the Illinois
4 Constitution on the concurrent exercise by home rule units of
5 powers and functions exercised by the State.

6 Section 35. Applicability. A landlord may not rename a fee
7 or charge to avoid application of this Act. This Act applies to
8 all lease agreements entered into after the effective date of
9 this Act, except that this Act does not apply to lease
10 agreements entered into for dwelling units in owner-occupied
11 premises containing 6 units or fewer.".