



Sen. Mike Simmons

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10400HB3564sam007

LRB104 10911 JRC 29495 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 5. The Landlord and Tenant Act is amended by
6 adding Section 35 as follows:

7 (765 ILCS 705/35 new)

8 Sec. 35. Rental fee transparency and limitations.

9 (a) As used in this Section, "listing" means an
10 advertisement or written notice that conveys a property is for
11 lease and includes the rental price.

12 (b) Rental fee transparency. All non-optional fees,
13 regardless of whether they are one-time fees or recurring
14 fees, shall be explicitly contained on the first page of a
15 lease agreement. If a fee is not explicitly contained on the
16 first page of a lease agreement, a tenant shall not be liable

1 for payment of such fee.

2 (1) Non-optional fees shall be disclosed in a clear
3 and conspicuous manner in a listing of residential
4 property.

5 (2) In a lease agreement disclosure or unit listing,
6 the landlord must disclose whether utilities are included
7 in rent.

8 (c) Junk fee ban. No landlord or lease agreement may
9 require the payment by the tenant of any of the following:

10 (1) A fee for a rental application, including
11 background checks, in excess of \$50. A landlord may charge
12 a fee over \$50 for a third-party background check only if:

13 (A) the actual cost of the third-party background
14 check service is greater than \$50;

15 (B) the landlord pays the upfront cost of the
16 third-party background check service; and

17 (C) the landlord bills the applicant within 14
18 days of the third-party background check service with
19 receipts from the third-party background check service
20 provider.

21 If the landlord does not submit the bill and receipts
22 within 14 days, the fee for a third-party background check
23 is waived. Under no circumstances may this fee be used as a
24 basis for an eviction action within the first year of a
25 lease agreement.

26 (2) A fee or fine ancillary to the application fee at

1 the time of the application.

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

4 (4) A fee or fine for an eviction notice or the filing
5 of an eviction action prior to the court granting an
6 eviction order. This paragraph shall not be construed to
7 limit the ability of the landlord to recover court costs
8 and filing fees.

9 (5) A fee or fine for after-hours requests for
10 maintenance service.

11 (6) A fee or fine for contacting the building owner or
12 property manager for maintenance or service requests,
13 lease-related questions, or other items directly related
14 to the tenancy.

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

17 (8) A fee or fine for a maintenance hotline service or
18 call to a maintenance hotline for maintenance or service
19 requests, lease-related questions, or other items directly
20 related to the tenancy.

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

23 (10) A fee or fine for pest abatement or removal where
24 the tenant has in no way contributed to the infestation.

25 (11) A fee or fine for an in-person walk through of the
26 unit at the time of move-in and move-out.

1 (d) Home rule. Any home rule unit of local government,
2 non-home rule municipality, or non-home rule county within the
3 unincorporated territory of the county may regulate fees
4 charged to tenants, but such regulations must at a minimum,
5 restrict fees charged to tenants in a manner equal to this
6 Section. This Section is a limitation under subsection (i) of
7 Section 6 of Article VII of the Illinois Constitution on the
8 concurrent exercise by home rule units of powers and functions
9 exercised by the State.

10 (e) Applicability. A landlord may not rename a fee or
11 charge to avoid application of this Section. This Section
12 applies to all lease agreements for residential rental
13 property entered into after the effective date of this
14 amendatory Act of the 104th General Assembly, except that this
15 Section does not apply to lease agreements entered into for
16 dwelling units in owner-occupied premises containing 6 units
17 or fewer.

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

23 Section 99. Effective date. This Act takes effect July 1,
24 2026."