



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB1964

Introduced 2/6/2025, by Sen. Cristina Castro

SYNOPSIS AS INTRODUCED:

New Act

Creates the Rental Fee Transparency and Fairness Act. Provides that unless otherwise allowed under the Act, a landlord's agent may not impose any fee on, or collect any fee from, a tenant related to the rental of residential real property, and any real estate salesperson or real estate broker who publishes a listing for a rental of residential real property with the permission or authorization of the landlord for the property may not impose any fee on, or collect any fee from, a tenant related to the rental of the listed property. Prohibits a person conditioning the rental of residential property on a tenant engaging any agent. Provides that all fees to be paid by a tenant be explicitly contained in the first page of a lease agreement and the itemized disclosure of the fees must include a short description of them. Provides that a tenant is not liable for any fees not so disclosed. Prohibits a lease from containing a clause that: (i) assigns a late fee (not to exceed \$25) for the late payment of rent if payment occurs within 7 days of the required date of payment although a lease may provide for a grace period longer than 7 days; (ii) assigns to a tenant an administrative fee for the renewal of a lease agreement; (iii) assigns to a tenant a fee for the modification of a lease; (iv) assigns to a tenant a fee for contacting the building owner or the property manager; (v) assigns to a tenant a fee or penalty for an eviction notice or an eviction action; and (vi) assigns a fee to a tenant for pet occupancy for the duration of the lease. Makes other changes. Provides that the changes to residential lease applies to all lease agreements entered into after the effective date of the Act. Preempts home rule.

LRB104 09842 JRC 19910 b

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

6 Section 5. Definitions. In this Act:

7 "Agent" means a person who is licensed as a real estate
8 broker or real estate salesperson and is acting in a fiduciary
9 capacity.

10 "Dual agent" means an agent who is acting as a tenant's
11 agent and a landlord's agent regarding the same residential
12 real property.

13 "Engage" means to enter into an agreement that requires
14 the payment of a fee by a person for the performance of
15 services by another person.

16 "Fee" means an amount of money that is charged by a person
17 for the provision of services to one or more persons.

18 "Landlord's agent" means a listing agent who acts alone,
19 or an agent who acts in cooperation with a listing agent, acts
20 as a landlord's subagent, or acts as a broker's agent, to find
21 or obtain a tenant for residential real property. "Landlord's
22 agent" does not include a dual agent.

23 "Lease" or "lease agreement" mean an agreement for the

1 rental of residential property.

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

4 "Listing agent" means a person who has entered into a
5 listing agreement to act as an agent of the landlord for
6 compensation.

7 "Listing agreement" means an agreement between an owner of
8 residential real property and an agent, by which the agent has
9 been authorized to lease the residential real property or to
10 find or obtain a lessee therefor.

11 "Tenant's agent" means an agent who agrees to locate
12 residential real property for a tenant or who finds a tenant
13 for a property and presents an offer to lease to the landlord
14 or landlord's agent and negotiates on behalf of the tenant.

15 Section 10. Listing fees.

16 (a) Except as otherwise provided:

17 (1) a landlord's agent may not impose any fee on, or
18 collect any fee from, a tenant related to the rental of
19 residential real property; and

20 (2) any agent who publishes a listing for a rental of
21 residential real property with the permission or
22 authorization of the landlord for such property may not
23 impose any fee on, or collect any fee from, a tenant
24 related to the rental of such property;

25 (b) A landlord is in violation of this Section if:

- 1 (1) the landlord's agent violates this Section; or
- 2 (2) any agent who publishes a listing for a rental of
3 residential property with the permission or authorization
4 of such landlord violates this Section.
- 5 (c) No person may condition the rental of residential
6 property on a tenant engaging any agent, including, but not
7 limited to, a dual agent.
- 8 (d) No person may post a listing for the rental of
9 residential property that represent that fees must be paid in
10 a manner that would violate this Section.
- 11 (e) There is a rebuttable presumption that an agent who
12 publishes a listing for a rental of residential property does
13 so with the permission of authorization of the landlord of
14 such property.

15 Section 15. Rental fees.

- 16 (a) All fees, including, but not limited to, rent,
17 security deposits, move-in and move-out fees, utility fees,
18 maintenance fees, late fees, electronic payment fees,
19 canceled-check fees, convenience fees, and benefit package
20 fees, shall be explicitly contained on the first page of a
21 lease agreement. The itemized disclosure of the fees shall
22 include a short description of each fee.
- 23 (b) If a fee is not explicitly contained on the first page
24 of a lease agreement, a tenant is not liable for payment of the
25 fee.

1 (c) A listing for the rental of residential property must
2 disclose in a clear and conspicuous manner any fees included
3 with the total amount for rent.

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

6 (e) No lease may contain a clause that assigns a late fee
7 for the late payment of rent if payment occurs within 7 days of
8 the required date of payment. A lease may provide for a grace
9 period longer than 7 days. No late fee may exceed \$25.

10 (f) No lease may contain a clause that contains any of the
11 following:

12 (1) assigns to a tenant an administrative fee for the
13 renewal of a lease agreement;

14 (2) assigns to a tenant a fee for the modification of a
15 lease;

16 (3) assigns to a tenant a fee for contacting the
17 building owner or the property manager;

18 (4) assigns to a tenant a fee or penalty for an
19 eviction notice or an eviction action; and

20 (5) assigns a fee to a tenant for pet occupancy for the
21 duration of the lease.

22 This Section applies to all lease agreements entered into
23 after the effective date.

24 Section 20. One-time fees.

25 (a) No landlord may charge any one-time fee other than

1 move-in fees, move-out fees, and security deposits.

2 (b) If a landlord charges a security deposit at the
3 beginning of a tenancy, the landlord may not also charge a
4 move-in fee or a move-out fee.

5 (c) The total amount of a security deposit may not exceed
6 the amount of the first full month's rent for the tenant's
7 dwelling unit. If rent is not paid or otherwise apportioned on
8 a monthly basis, then for the sole purpose of applying this
9 limit the total rent shall be pro-rated on an equal, monthly
10 basis and the total charge to a tenant for the cost of a
11 security deposit may not exceed the pro-rated, monthly rental
12 amount.

13 (d) The total amount of a move-in fee or move-out fee may
14 not exceed 20% of the first full month's rent for the tenant's
15 dwelling unit. If rent is not paid or otherwise apportioned on
16 a monthly basis, then for the sole purpose of applying this
17 limit the total rent shall be pro-rated on an equal, monthly
18 basis and the total charge to a tenant for the cost of a
19 move-in fee or move-out fee may not exceed 20% of the
20 pro-rated, monthly rental amount.

21 (e) Fee payments in installments. Except as provided in
22 paragraph (4), tenants may pay one-time fees in installments.
23 Landlords may not impose any fee, charge any interest, or
24 otherwise impose a cost on a tenant because a tenant elects to
25 pay in installments.

26 (1) For any rental agreement term that establishes a

1 tenancy for 6 months or longer, the tenant may elect to pay
2 one-time fees, excluding any payment made by a tenant to
3 the landlord before the inception of tenancy to reimburse
4 the landlord for the cost of obtaining a tenant screening
5 report, in 6 consecutive, equal monthly installments that
6 begin at the inception of the tenancy, or the tenant may
7 propose an alternative installment schedule. If the
8 landlord agrees to the tenant's alternative installment
9 schedule the schedule shall be described in the rental
10 agreement.

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

22 (3) For any rental agreement term that establishes a
23 tenancy from month to month, the tenant may elect to pay
24 one-time fees, excluding any payment made by a tenant to
25 the landlord before the inception of tenancy to reimburse
26 the landlord for the cost of obtaining a tenant screening

1 report, in 2 equal installments. The first payment is due
2 at the inception of the tenancy and the second payment is
3 due on the first day of the second month or period of the
4 tenancy, or the tenant may propose an alternative
5 installment schedule. If the landlord agrees to the
6 tenant's alternative installment schedule the schedule
7 shall be described in the rental agreement.

8 (4) The tenant may not elect to pay one-time fees in
9 installments if the total amount of the one-time fees does
10 not exceed 25% of the first full month's rent for the
11 tenant's dwelling unit and payment of last month's rent is
12 not required at the inception of the tenancy.

13 (f) A landlord or a landlord's agent may not rename a fee
14 or charge to avoid application of this Section.

15 (g) This Section applies to all lease agreements entered
16 into after the effective date of this Act.

17 Section 25. Penalties.

18 (a) A violation of this Act constitutes an unlawful
19 practice under the Consumer Fraud and Deceptive Business
20 Practices Act.

21 (b) Any person alleging a violation of this Section may
22 bring a civil action, in accordance with applicable law, in
23 State court. A court may order compensatory, injunctive, and
24 declaratory relief as it deems appropriate.

1 Section 30. Home rule preemption. A home rule unit may not
2 regulate in a manner inconsistent with the provisions of this
3 Act. This Section is a limitation under subsection (i) of
4 Section 6 of Article VII of the Illinois Constitution on the
5 concurrent exercise by home rule units of powers and functions
6 exercised by the State.