



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

SB3763

Introduced 2/5/2026, by Sen. Mike Simmons

#### SYNOPSIS AS INTRODUCED:

765 ILCS 705/35 new

Amends the Landlord and Tenant Act. Requires landlords to disclose all non-optional fees in a clear and conspicuous manner in the listing and on the first page of the lease. Requires landlords to disclose if any utility bills are non-optional fees in the listing and the first page of the lease. Provides that if a landlord failed to comply with this disclosure, the landlord may not collect the non-optional fee. Prohibits a landlord from charging a bundled services fee that combines optional and non-optional fees. Prohibits a landlord from charging a tenant with a fee or fine that includes, but is not limited to, an application fee that includes a background check of more than \$50, an after-hours request for maintenance service, or pest abatement or removal in which the tenant has not contributed to the infestation. Prohibits a landlord from charging a tenant more than one of the following: (i) a security deposit, (ii) a move-in fee, or (iii) a move-out fee. Exempts leases in owner-occupied buildings containing 6 or fewer units and to nonresidential tenancies. Defines terms. Creates a civil cause of action for violation of the Act by a landlord. Makes other changes. Limits home rule.

LRB104 19535 JRC 32983 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 5. The Landlord and Tenant Act is amended by  
5 adding Section 35 as follows:

6 (765 ILCS 705/35 new)

7 Sec. 35. Rental fee transparency and limitations.

8 (a) Definitions. As used in this Section:

9 "Application fee" means a request by a landlord for a fee  
10 to cover the costs of obtaining information about a  
11 prospective tenant. Application fee includes, but is not  
12 limited to, background checks, screening reports, and any  
13 additional expenses for reviewing this information.

14 "Bundled services" fee means a request or demand by a  
15 landlord that a tenant pay one amount for several different  
16 services or benefits. This fee may also be known as a "resident  
17 benefit fee" or "resident benefit package."

18 "Landlord" means the owner, agent, lessor or sublessor, or  
19 the successor in interest of any of them, of a dwelling unit or  
20 the building of which it is part.

21 "Lease" means all written or oral agreements embodying the  
22 terms and conditions concerning the use and occupancy of a  
23 dwelling unit by a tenant.

1       "Listing" means an advertisement or written notice that  
2       states that a property is available for lease and includes a  
3       rental price.

4       "Move-in fee" means the fee that a landlord charges to a  
5       tenant that is reasonably related to the landlord's cost for a  
6       tenant moving into the dwelling unit including, but not  
7       limited to, additional security costs or additional trash  
8       removal.

9       "Move-out fee" means the fee that a landlord charges to a  
10       tenant that is reasonably related to the landlord's cost for a  
11       tenant moving out of the dwelling unit including, but not  
12       limited to, additional security costs or additional trash  
13       removal.

14       "Non-optional fee" means an amount that a lease requires a  
15       tenant to pay as a condition to reside at the property and that  
16       the tenant may not opt out of paying. A non-optional fee may be  
17       one-time or recurring.

18       "Security deposit" means an amount that a landlord  
19       requires a tenant to pay to secure payment of rent or to  
20       compensate for damage to a leased premise. Security deposit  
21       includes an amount that a landlord requires a tenant to pay in  
22       advance for what is frequently referred to or known as "last  
23       month's rent".

24       "Tenant" means a person entitled by written or oral  
25       agreement, subtenancy approved by the landlord or by  
26       sufferance, to occupy a dwelling unit to the exclusion of

1 others. "Tenant" also means a person applying to become a  
2 tenant.

3 (b) (1) Exceptions. This Section does not apply to leases  
4 in owner-occupied buildings containing 6 or fewer units.

5 (2) This Section does not apply to non-residential  
6 tenancies.

7 (c) (1) Rental fee transparency. A landlord must explicitly  
8 disclose all non-optional fees in a clear and conspicuous  
9 manner in the listing and on the first page of the lease. The  
10 landlord must disclose if any utility bills are non-optional  
11 fees in the listing and on the first page of the lease. This  
12 Section does not affect any rights or obligations under the  
13 Rental Property Utility Service Act or Tenant Utility Payment  
14 Disclosure Act.

15 (2) If the landlord has not explicitly disclosed a  
16 non-optional fee in the listing and on the first page of the  
17 lease, the landlord may not collect the non-optional fee.

18 (3) A landlord may not charge a bundled services fee by  
19 combining optional and non-optional fees. A landlord must  
20 explicitly disclose all components of a bundled services fee.

21 (d) Junk fee ban. A landlord or lease may not require that  
22 a tenant pay any of the following:

23 (1) An application fee, including background checks,  
24 more than \$50.

25 (2) A fee or fine ancillary related to the application  
26 fee except as provided in paragraph (1) of this

1 subsection.

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

4 (4) A fee or fine for creating or serving a notice of  
5 termination of tenancy or filing an eviction action unless  
6 a court grants an eviction order, then the court may  
7 include court costs and filing fees.

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

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

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

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

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

21 (10) A fee or fine for pest abatement or removal in  
22 which the tenant has not contributed to the infestation.

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

25 (e) Security deposits and move-in fees.

26 (1) A landlord may not charge a tenant more than

1 one of the following:

2 (A) a security deposit;

3 (B) a move-in fee; or

4 (C) a move-out fee.

5 (2) If a landlord charges a move-in or move-out  
6 fee, the landlord must provide the tenant with an itemized  
7 list of the landlord's reasonable costs of services that  
8 comprise the move-in or move-out fee. The landlord may not  
9 charge a move-in or move-out fee more than the reasonable  
10 cost of the expense excluding costs associated with  
11 routine maintenance and upkeep of the unit or premises.

12 (f) Home rule. A unit of local government, including a  
13 home rule unit, may not regulate fees charged to tenants in a  
14 manner less restrictive than the regulation by the State of  
15 these fees under this Section. This Section is a limitation  
16 under subsection (i) of Section 6 of Article VII of the  
17 Illinois Constitution on the concurrent exercise by home rule  
18 units of powers and functions exercised by the State.

19 (g) Applicability. A landlord may not rename a fee or  
20 charge to avoid application of this Section. This Section  
21 applies to all leases entered into after the effective date of  
22 this amendatory Act of the 104th General Assembly.

23 (h) Penalties. Any person alleging a violation of this  
24 Section may bring a civil action, in accordance with  
25 applicable law, in any court of competent jurisdiction. The  
26 court may order injunctive relief, monetary relief, attorney's

1 fees, and costs.