

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 Security Deposit Return Act is amended by  
5 changing Section 1 as follows:

6 (765 ILCS 710/1) (from Ch. 80, par. 101)

7 Sec. 1. Statement of damage.

8 (a) Except as provided in subsection (b), a lessor of  
9 residential real property, containing 5 or more units, who has  
10 received a security deposit from a lessee to secure the payment  
11 of rent or to compensate for damage to the leased premises may  
12 not withhold any part of that deposit as reimbursement for  
13 property damage unless the lessor has, within 30 days of the  
14 date that the lessee vacated the leased premises, furnished to  
15 the lessee, by personal delivery, by postmarked mail directed  
16 to his or her last known address, or by electronic mail to a  
17 verified electronic mail address provided by the lessee, an  
18 itemized statement of the damage allegedly caused to the leased  
19 premises and the estimated or actual cost for repairing or  
20 replacing each item on that statement, attaching the paid  
21 receipts, or copies thereof, for the repair or replacement. If  
22 the lessor utilizes his or her own labor to repair or replace  
23 any damage or damaged items caused by the lessee, the lessor

1 may include the reasonable cost of his or her labor to repair  
2 or replace such damage or damaged items. If estimated cost is  
3 given, the lessor shall furnish to the lessee, delivered in  
4 person or by postmarked mail directed to the last known address  
5 of the lessee or another address provided by the lessee, paid  
6 receipts, or copies thereof, within 30 days from the date the  
7 statement showing estimated cost was furnished to the lessee,  
8 as required by this Section. If a written lease specifies the  
9 cost for cleaning, repair, or replacement of any component of  
10 the leased premises or any component of the building or common  
11 areas that, if damaged, will not be replaced, the lessor may  
12 withhold the dollar amount specified in the lease. Costs  
13 specified in a written lease shall be for damage beyond normal  
14 wear and tear and reasonable to restore the leased premises to  
15 the same condition as at the time the lease began. The itemized  
16 statement shall reference the dollar amount specified in the  
17 written lease associated with the specific building component  
18 or amenity and include a copy of the applicable portion of the  
19 lease. Deductions for costs or values not specified in the  
20 lease shall otherwise comply with the requirements of this  
21 Section. If no such statement and receipts, or copies thereof,  
22 are furnished to the lessee as required by this Section, the  
23 lessor shall return the security deposit in full within 45 days  
24 of the date that the lessee vacated the premises, delivered in  
25 person or by postmarked mail directed to the last known address  
26 of the lessee or another address provided by the lessee. If the

1 lessee fails to provide the lessor with a mailing address or  
2 electronic mail address, the lessor shall not be held liable  
3 for any damages or penalties as a result of the lessee's  
4 failure to provide an address.

5 (b) If, through no fault of the lessor, the lessor is  
6 unable to produce as required in subsection (a) receipts for  
7 repairs or replacements, or copies thereof, then the lessor  
8 shall produce an itemized list of the cost of repair or  
9 replacement, any other evidence the lessor has of the cost, and  
10 a verified statement of the lessor or the agent of the lessor  
11 detailing the specific reasons why the lessor is unable to  
12 produce the required receipts or copies and verifying that the  
13 lessor has provided all other evidence the lessor has of the  
14 cost.

15 (c) Upon a finding by a circuit court that a lessor has  
16 refused to supply the itemized statement required by this  
17 Section, or has supplied such statement in bad faith, and has  
18 failed or refused to return the amount of the security deposit  
19 due within the time limits provided, the lessor shall be liable  
20 for an amount equal to twice the amount of the security deposit  
21 due, together with court costs and reasonable attorney's fees.

22 (Source: P.A. 100-269, eff. 1-1-18.)

23 Section 99. Effective date. This Act takes effect upon  
24 becoming law.