

**SB2333**



**99TH GENERAL ASSEMBLY**

**State of Illinois**

**2015 and 2016**

**SB2333**

Introduced 1/28/2016, by Sen. Dave Syverson

**SYNOPSIS AS INTRODUCED:**

765 ILCS 710/1

from Ch. 80, par. 101

Amends the Security Deposit Return Act. Provides that certain lessors may not withhold any part of the security deposit without providing, among other things, the paid receipts for the depreciated value of damage if the damage is beyond repair and not replaced. Defines "the date that the lessee vacated the premises" as the date on which the lessee's right to possess and occupy the premises expires, either under provisions of the lease or under other applicable law. Provides that the Section concerning the requirements a lessor must meet in order to withhold part of the security deposit does not apply to a tenancy at sufferance or if a lease has been terminated for cause by the lessor.

LRB099 19011 HEP 43400 b

**A BILL FOR**

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. A lessor of residential real property, containing 5  
8 or more units, who has received a security deposit from a  
9 lessee to secure the payment of rent or to compensate for  
10 damage to the leased property may not withhold any part of that  
11 deposit as compensation for property damage unless he has,  
12 within 30 days of the date that the lessee vacated the  
13 premises, furnished to the lessee, delivered in person, by mail  
14 directed to his last known address, or by electronic mail to a  
15 verified electronic mail address provided by the lessee, an  
16 itemized statement of the damage allegedly caused to the  
17 premises and the estimated or actual cost for repairing or  
18 replacing each item on that statement, attaching the paid  
19 receipts, or copies thereof, for the repair or replacement or  
20 depreciated value of damage if the damage is beyond repair and  
21 not replaced. If the lessor utilizes his or her own labor to  
22 repair any damage caused by the lessee, the lessor may include  
23 the reasonable cost of his or her labor to repair such damage.

1 If estimated cost is given, the lessor shall furnish the lessee  
2 with paid receipts, or copies thereof, within 30 days from the  
3 date the statement showing estimated cost was furnished to the  
4 lessee, as required by this Section. If no such statement and  
5 receipts, or copies thereof, are furnished to the lessee as  
6 required by this Section, the lessor shall return the security  
7 deposit in full within 45 days of the date that the lessee  
8 vacated the premises. For the purposes of this Section, "the  
9 date that the lessee vacated the premises" means the date on  
10 which the lessee's right to possess and occupy the premises  
11 expired, either under provisions of the lease or under other  
12 applicable law. This Section does not apply to a tenancy at  
13 sufferance or if a lease has been terminated for cause by the  
14 lessor.

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

22 (Source: P.A. 97-999, eff. 1-1-13.)