

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 ~~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
12 ~~property~~ may not withhold any part of that deposit as
13 reimbursement ~~compensation~~ for property damage unless the
14 lessor ~~he~~ has, within 30 days of the date that the lessee
15 vacated the leased premises, furnished to the lessee, by
16 personal delivery ~~delivered in person~~, by postmarked mail
17 directed to his or her last known address, or by electronic
18 mail to a verified electronic mail address provided by the
19 lessee, an itemized statement of the damage allegedly caused to
20 the leased premises and the estimated or actual cost for
21 repairing or replacing each item on that statement, attaching
22 the paid receipts, or copies thereof, for the repair or
23 replacement. If the lessor utilizes his or her own labor to

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

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

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

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

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