



Rep. Robert Rita

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LRB100 09851 HEP 23350 a

1 AMENDMENT TO HOUSE BILL 3001

2 AMENDMENT NO. _____. Amend House Bill 3001 by replacing
3 everything after the enacting clause with the following:

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 property may
12 not withhold any part of that deposit as compensation for
13 property damage unless he has, within 30 days of the date that
14 the lessee vacated the premises, furnished to the lessee,
15 delivered in person, by postmarked mail directed to his or her
16 last known address, or by electronic mail to a verified

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

1 of the date that the lessee vacated the premises, delivered in
2 person or by postmarked mail directed to the last known address
3 of the lessee or another address provided by the lessee. If the
4 lessee fails to provide the lessor with a mailing address or
5 electronic mail address, the lessor shall not be held liable
6 for any damages or penalties as a result of the lessee's
7 failure to provide an address.

8 (b) If a lessor is unable to produce as required in
9 subsection (a) receipts for repairs or replacements, or copies
10 thereof, then the lessor may produce an itemized list of the
11 costs of repair or replacements, along with any other evidence
12 the lessor has of that cost.

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

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