



Rep. Robert Rita

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LRB100 09851 HEP 23969 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, through no fault of the lessor, the lessor is  
9 unable to produce as required in subsection (a) receipts for  
10 repairs or replacements, or copies thereof, then the lessor  
11 shall produce an itemized list of the cost of repair or  
12 replacement, any other evidence the lessor has of the cost, and  
13 a verified statement of the lessor or the agent of the lessor  
14 detailing the specific reasons why the lessor is unable to  
15 produce the required receipts or copies and verifying that the  
16 lessor has provided all other evidence the lessor has of the  
17 cost.

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

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