



Rep. Robert Rita

Filed: 4/26/2017

10000HB3001ham003

LRB100 09851 JLS 25658 a

1 AMENDMENT TO HOUSE BILL 3001

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

5 "Section 5. The Security Deposit Return Act is amended by
6 changing Section 1 as follows:

7 (765 ILCS 710/1) (from Ch. 80, par. 101)

8 Sec. 1. Statement of damage.

9 (a) Except as provided in subsection (b), a ~~A~~ lessor of
10 residential real property, containing 5 or more units, who has
11 received a security deposit from a lessee to secure the payment
12 of rent or to compensate for damage to the leased premises
13 ~~property~~ may not withhold any part of that deposit as
14 reimbursement ~~compensation~~ for property damage unless the
15 lessor ~~he~~ has, within 30 days of the date that the lessee
16 vacated the leased premises, furnished to the lessee, at the

1 lessor's option, by personal delivery ~~delivered in person,~~ by
2 postmarked mail directed to the leased premises or a forwarding
3 ~~his last known~~ address, or by electronic mail to a verified
4 electronic mail address provided by the lessee, an itemized
5 statement of the damage ~~allegedly~~ caused to the leased
6 premises. The itemized statement may include ~~and~~ the estimated
7 or actual cost for repairing or replacing each item on the
8 itemized ~~that~~ statement. The lessor may include, with the
9 itemized statement, attaching the paid receipts, or copies
10 ~~thereof,~~ for the repair or replacement of the items on the
11 itemized statement. If the lessor utilizes his or her own labor
12 to repair or replace any damaged items on the itemized
13 statement ~~damage~~ caused by the lessee, the lessor may include
14 the reasonable cost of his or her labor to repair or replace
15 any such damaged items ~~damage~~. If estimated cost is given, the
16 lessor shall furnish to the lessee, at the lessor's option,
17 either by personal delivery or by postmarked mail directed to
18 the leased premises or to a forwarding address provided by the
19 lessee, the lessee with paid receipts, or copies thereof,
20 within 30 days from the date the statement showing estimated
21 cost was furnished to the lessee, as required by this Section.
22 If a written lease specifies the cost for cleaning, repair, or
23 replacement of any component of the leased premises, or any
24 component of the building or of any of the common areas of
25 which the leased premises are a part, if damaged by the lessee,
26 the lessor may withhold from the lessee's security deposit the

1 dollar amount specified in the lease for each damaged item. The
2 itemized statement shall reference the dollar amount specified
3 in the written lease associated with the specific component of
4 the leased premises or the building component and include a
5 copy of the applicable portion of the lease. Deductions for
6 costs or values not specified in the lease shall otherwise
7 comply with the requirements of this Section. If no such
8 statement and receipts, or copies thereof, are furnished to the
9 lessee as required by this Section, at the discretion of the
10 trier of fact the lessor shall return the security deposit in
11 full within 45 days of the date that the lessee vacated the
12 premises, delivered in person or by postmarked mail directed to
13 the last known address of the lessee or another address
14 provided by the lessee. Though any information the lessor is
15 required to provide the lessee may be mailed, at the lessor's
16 option, to the leased premises, if the lessee fails to provide
17 the lessor with a mailing address or electronic mail address,
18 the lessor shall not be held liable for any damages or
19 penalties as a result of the lessee's failure to provide an
20 address.

21 (b) If, through no fault of the lessor, the lessor is
22 unable to produce as required in subsection (a) receipts for
23 repairs or replacements, or copies thereof, then the lessor
24 shall include with the itemized statement required in
25 subsection (a), any other evidence the lessor has of the costs
26 of repairs or replacements in the itemized statement, and a

1 verified statement of the lessor or the agent of the lessor
2 detailing the specific reasons why the lessor is unable to
3 produce the required receipts or copies and verifying that the
4 lessor has provided all other evidence the lessor has of the
5 costs of repairs or replacements in the itemized statement.

6 (c) Upon a finding by a circuit court that a lessor has
7 willfully refused to supply the itemized statement required by
8 this Section, or has supplied such statement in bad faith, and
9 has therefore failed or refused to return the amount of the
10 security deposit due within the time limits provided, the
11 lessor shall be liable for an amount equal to twice the amount
12 of the security deposit due, together with court costs and
13 reasonable attorney's fees. Absent a finding as required by
14 this subsection (c), the lessee is entitled to recover only the
15 full amount of his or her security deposit. This Section
16 applies to all violations of this Section of which the lessee
17 knew or should reasonably have known. This Act is intended to
18 be a statutory penalty.

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