



Rep. Robert Rita

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LRB100 09851 JLS 25692 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 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

1 directed to his or her last known address, or by electronic
2 mail to a verified electronic mail address provided by the
3 lessee, an itemized statement of the damage allegedly caused to
4 the leased premises and the estimated or actual cost for
5 repairing or replacing each item on that statement, attaching
6 the paid receipts, or copies thereof, for the repair or
7 replacement. If the lessor utilizes his or her own labor to
8 repair or replace any damage or damaged items caused by the
9 lessee, the lessor may include the reasonable cost of his or
10 her labor to repair or replace such damage or damaged items. If
11 estimated cost is given, the lessor shall furnish to the
12 lessee, 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, ~~the lessee with~~ paid receipts, or
15 copies thereof, within 30 days from the date the statement
16 showing estimated cost was furnished to the lessee, as required
17 by this Section. If a written lease specifies the cost for
18 cleaning, repair, or replacement of any component of the leased
19 premises or any component of the building or common areas that,
20 if damaged, will not be replaced, the lessor may withhold the
21 dollar amount specified in the lease. The itemized statement
22 shall reference the dollar amount specified in the written
23 lease associated with the specific building component or
24 amenity and include a copy of the applicable portion of the
25 lease. Deductions for costs or values not specified in the
26 lease shall otherwise comply with the requirements of this

1 Section. If no such statement and receipts, or copies thereof,
2 are furnished to the lessee as required by this Section, the
3 lessor shall return the security deposit in full within 45 days
4 of the date that the lessee vacated the premises, delivered in
5 person or by postmarked mail directed to the last known address
6 of the lessee or another address provided by the lessee. If the
7 lessee fails to provide the lessor with a mailing address or
8 electronic mail address, the lessor shall not be held liable
9 for any damages or penalties as a result of the lessee's
10 failure to provide an address.

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

21 (c) Upon a finding by a circuit court that a lessor has
22 refused to supply the itemized statement required by this
23 Section, or has supplied such statement in bad faith, and has
24 failed or refused to return the amount of the security deposit
25 due within the time limits provided, the lessor shall be liable
26 for an amount equal to twice the amount of the security deposit

1 due, together with court costs and reasonable attorney's fees.
2 (Source: P.A. 97-999, eff. 1-1-13.)"