



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

HB4882

Introduced 2/18/2020, by Rep. Aaron M. Ortiz

SYNOPSIS AS INTRODUCED:

765 ILCS 705/13 new
765 ILCS 710/1

from Ch. 80, par. 101

Amends the Landlord and Tenant Act. Provides that prior to a lease being signed, the lessor shall furnish to the lessee a room-by-room checklist to evaluate the condition of the dwelling unit prior to the lessee taking possession of the dwelling unit. Provides that the lessee shall complete the checklist, detailing any damage to the dwelling unit. Provides that prior to a lessee vacating possession of a dwelling unit, the lessor shall furnish to the lessee a room-by-room checklist to evaluate the condition of the dwelling unit at the time the lessee vacates the dwelling unit. Provides that the lessee shall complete the checklist, detailing any unrepaired damage to the dwelling unit incurred during the time it was in the possession of the lessee, and return the completed checklist to the lessor upon the return of any keys for the dwelling unit. Makes a corresponding change in the Security Deposit Return Act.

LRB101 19579 LNS 69797 b

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 Landlord and Tenant Act is amended by adding
5 Section 13 as follows:

6 (765 ILCS 705/13 new)

7 Sec. 13. Checklist. Prior to a lease being signed, the
8 lessor shall furnish to the lessee a room-by-room checklist to
9 evaluate the condition of the dwelling unit prior to the lessee
10 taking possession of the dwelling unit. The lessee shall
11 complete the checklist, detailing any damage to the dwelling
12 unit. The lessee shall return the completed checklist to the
13 lessor, along with any other documentation or records relating
14 to the agreement for lease between the lessor and lessee, at
15 the time of taking possession of the dwelling unit or at the
16 time the signed lease is returned to the lessor.

17 Prior to a lessee vacating possession of a dwelling unit,
18 the lessor shall furnish to the lessee a room-by-room checklist
19 to evaluate the condition of the dwelling unit at the time the
20 lessee vacates the dwelling unit. The lessee shall complete the
21 checklist, detailing any unrepaired damage to the dwelling unit
22 incurred during the time it was in the possession of the
23 lessee. The lessee shall return the completed checklist to the

1 lessor upon the return to the lessor of any keys for the
2 dwelling unit.

3 The lessor shall use the checklists when determining or
4 justifying the statement of damages, if any, under the Security
5 Deposit Return Act.

6 Section 10. The Security Deposit Return Act is amended by
7 changing Section 1 as follows:

8 (765 ILCS 710/1) (from Ch. 80, par. 101)

9 Sec. 1. Statement of damage.

10 (a) Except as provided in subsection (b), a lessor of
11 residential real property, containing 5 or more units, who has
12 received a security deposit from a lessee to secure the payment
13 of rent or to compensate for damage to the leased premises may
14 not withhold any part of that deposit as reimbursement for
15 property damage unless the lessor has, within 30 days of the
16 date that the lessee vacated the leased premises, furnished to
17 the lessee, by personal delivery, by postmarked mail directed
18 to his or her last known address, or by electronic mail to a
19 verified electronic mail address provided by the lessee, an
20 itemized statement of the damage allegedly caused to the leased
21 premises and the estimated or actual cost for repairing or
22 replacing each item on that statement, attaching the paid
23 receipts, or copies thereof, for the repair or replacement. The
24 lessor shall include copies of both checklists required under

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

1 lessee as required by this Section, the lessor shall return the
2 security deposit in full within 45 days of the date that the
3 lessee vacated the premises, delivered in person or by
4 postmarked mail directed to the last known address of the
5 lessee or another address provided by the lessee. If the lessee
6 fails to provide the lessor with a mailing address or
7 electronic mail address, the lessor shall not be held liable
8 for any damages or penalties as a result of the lessee's
9 failure to provide an address.

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

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

1 (Source: P.A. 100-269, eff. 1-1-18; 100-654, eff. 7-31-18.)