



## 101ST GENERAL ASSEMBLY

### State of Illinois

2019 and 2020

HB5600

by Rep. Sonya M. Harper

#### SYNOPSIS AS INTRODUCED:

765 ILCS 710/1

from Ch. 80, par. 101

Amends the Security Deposit Return Act. Provides that a lessor shall return a security deposit, in full or in part, within 14 days (rather than 45) of the date that the lessee vacated the leased premises. Provides that for the lessor to withhold any part of the security deposit, the lessor has 14 (rather than 30) days to provide the lessee with a statement of damage. Provides that if only part of the security deposit is withheld, the lessor shall return the part not withheld at the time the lessor furnishes the statement of damage.

LRB101 18463 LNS 70416 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 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 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 may  
12 not withhold any part of that deposit as reimbursement for  
13 property damage unless the lessor has, within 14 ~~30~~ days of the  
14 date that the lessee vacated the leased premises, furnished to  
15 the lessee, by personal delivery, by postmarked mail directed  
16 to his or her last known address, or by electronic mail to a  
17 verified electronic mail address provided by the lessee, an  
18 itemized statement of the damage allegedly caused to the leased  
19 premises and the estimated or actual cost for repairing or  
20 replacing each item on that statement, attaching the paid  
21 receipts, or copies thereof, for the repair or replacement. If  
22 the lessor utilizes his or her own labor to repair or replace  
23 any damage or damaged items caused by the lessee, the lessor

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

1 deposit in full within 14 ~~45~~ days of the date that the lessee  
2 vacated the premises, delivered in person or by postmarked mail  
3 directed to the last known address of the lessee or another  
4 address provided by the lessee. If the lessee fails to provide  
5 the lessor with a mailing address or electronic mail address,  
6 the lessor shall not be held liable for any damages or  
7 penalties as a result of the lessee's failure to provide an  
8 address.

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

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

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