

SB1741



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB1741

Introduced 2/9/2023, by Sen. Steve Stadelman

SYNOPSIS AS INTRODUCED:

765 ILCS 710/1

from Ch. 80, par. 101

Amends the Security Deposit Return Act. Removes language that requires a lessor of residential real property who is restricted from withholding any part of a security deposit from a lessee without furnishing an itemized statement to the lessee to be a lessor of a residential real property containing 5 or more units.

LRB103 28587 LNS 54968 b

A BILL FOR

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

1 caused by the lessee, the lessor may include the reasonable
2 cost of his or her labor to repair or replace such damage or
3 damaged items. If estimated cost is given, the lessor shall
4 furnish to the lessee, delivered in person or by postmarked
5 mail directed to the last known address of the lessee or
6 another address provided by the lessee, paid receipts, or
7 copies thereof, within 30 days from the date the statement
8 showing estimated cost was furnished to the lessee, as
9 required by this Section. If a written lease specifies the
10 cost for cleaning, repair, or replacement of any component of
11 the leased premises or any component of the building or common
12 areas that, if damaged, will not be replaced, the lessor may
13 withhold the dollar amount specified in the lease. Costs
14 specified in a written lease shall be for damage beyond normal
15 wear and tear and reasonable to restore the leased premises to
16 the same condition as at the time the lease began. The itemized
17 statement shall reference the dollar amount specified in the
18 written lease associated with the specific building component
19 or amenity and include a copy of the applicable portion of the
20 lease. Deductions for costs or values not specified in the
21 lease shall otherwise comply with the requirements of this
22 Section. If no such statement and receipts, or copies thereof,
23 are furnished to the lessee as required by this Section, the
24 lessor shall return the security deposit in full within 45
25 days of the date that the lessee vacated the premises,
26 delivered in person or by postmarked mail directed to the last

1 known address of the lessee or another address provided by the
2 lessee. If the lessee fails to provide the lessor with a
3 mailing address or electronic mail address, the lessor shall
4 not be held liable for any damages or penalties as a result of
5 the lessee's failure to provide an address.

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

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

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