

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 or within 30 days of the date the lessee's right of
16 possession ends, whichever is later, furnished to the lessee,
17 by personal delivery, by postmarked mail directed to his or
18 her last known address, or by electronic mail to a verified
19 electronic mail address provided by the lessee, an itemized
20 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. If

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

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

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

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

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