



Sen. Steve Stadelman

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10300SB1741sam001

LRB103 28587 LNS 60037 a

1 AMENDMENT TO SENATE BILL 1741

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1741 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 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,

1 by personal delivery, by postmarked mail directed to his or  
2 her last known address, or by electronic mail to a verified  
3 electronic mail address provided by the lessee, an itemized  
4 statement of the damage allegedly caused to the leased  
5 premises and the estimated or actual cost for repairing or  
6 replacing each item on that statement, attaching the paid  
7 receipts, or copies thereof, for the repair or replacement. If  
8 the lessor utilizes his or her own labor to repair or replace  
9 any damage or damaged items caused by the lessee, the lessor  
10 may include the reasonable cost of his or her labor to repair  
11 or replace such damage or damaged items. If estimated cost is  
12 given, the lessor shall furnish to the lessee, delivered in  
13 person or by postmarked mail directed to the last known  
14 address of the lessee or another address provided by the  
15 lessee, paid receipts, or copies thereof, within 30 days from  
16 the date the statement showing estimated cost was furnished to  
17 the lessee, as required by this Section. If a written lease  
18 specifies the cost for cleaning, repair, or replacement of any  
19 component of the leased premises or any component of the  
20 building or common areas that, if damaged, will not be  
21 replaced, the lessor may withhold the dollar amount specified  
22 in the lease. Costs specified in a written lease shall be for  
23 damage beyond normal wear and tear and reasonable to restore  
24 the leased premises to the same condition as at the time the  
25 lease began. The itemized statement shall reference the dollar  
26 amount specified in the written lease associated with the

1 specific building component or amenity and include a copy of  
2 the applicable portion of the lease. Deductions for costs or  
3 values not specified in the lease shall otherwise comply with  
4 the requirements of this Section. If no such statement and  
5 receipts, or copies thereof, are furnished to the lessee as  
6 required by this Section, the lessor shall return the security  
7 deposit in full within 45 days of the date that the lessee  
8 vacated the premises, delivered in person or by postmarked  
9 mail directed to the last known address of the lessee or  
10 another address provided by the lessee. If the lessee fails to  
11 provide the lessor with a mailing address or electronic mail  
12 address, the lessor shall not be held liable for any damages or  
13 penalties as a result of the lessee's failure to provide an  
14 address.

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

25 (c) Upon a finding by a circuit court that a lessor has  
26 refused to supply the itemized statement required by this

1 Section, or has supplied such statement in bad faith, and has  
2 failed or refused to return the amount of the security deposit  
3 due within the time limits provided, the lessor shall be  
4 liable for an amount equal to twice the amount of the security  
5 deposit due, together with court costs and reasonable  
6 attorney's fees.

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