

AN ACT concerning civil law.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Security Deposit Return Act is amended by changing Section 1 as follows:

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

Sec. 1. Statement of damage.

(a) Except as provided in subsection (b), a lessor of residential real property, ~~containing 5 or more units,~~ who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises or within 30 days of the date the lessee's right of possession ends, whichever is later, furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If

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

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

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

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

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