



Sen. Dave Syverson

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09900SB2333sam002

LRB099 19011 HEP 46787 a

1 AMENDMENT TO SENATE BILL 2333

2 AMENDMENT NO. _____. Amend Senate Bill 2333 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. A lessor of residential real property, containing 5
8 or more units, who has received a security deposit from a
9 lessee to secure the payment of rent or to compensate for
10 damage to the leased property may not withhold any part of that
11 deposit as compensation for property damage unless he has,
12 within 30 days of the date that the lessee vacated the
13 premises, furnished to the lessee, delivered in person, by mail
14 directed to his last known address, or by electronic mail to a
15 verified electronic mail address provided by the lessee, an
16 itemized statement of the damage allegedly caused to the

1 premises and the estimated or actual cost for repairing or
2 replacing each item on that statement, attaching the paid
3 receipts, or copies thereof, for the repair or replacement. If
4 the lessor utilizes his or her own labor to repair any damage
5 caused by the lessee, the lessor may include the reasonable
6 cost of his or her labor to repair such damage. If estimated
7 cost is given, the lessor shall furnish the lessee with paid
8 receipts, or copies thereof, within 30 days from the date the
9 statement showing estimated cost was furnished to the lessee,
10 as required by this Section. If no such statement and receipts,
11 or copies thereof, are furnished to the lessee as required by
12 this Section, the lessor shall return the security deposit in
13 full within 45 days of the date that the lessee vacated the
14 premises. For the purposes of this Section, "the date that the
15 lessee vacated the premises" means the date on which the
16 lessee's right to possess and occupy the premises expired,
17 either under provisions of the lease, by court order, or under
18 other applicable law. This Section does not apply to a tenancy
19 at sufferance or when a lease has been terminated for cause by
20 the lessor and the lessee remains in the property beyond the
21 date a court has ordered that possession be restored to the
22 lessor.

23 Upon a finding by a circuit court that a lessor has refused
24 to supply the itemized statement required by this Section, or
25 has supplied such statement in bad faith, and has failed or
26 refused to return the amount of the security deposit due within

1 the time limits provided, the lessor shall be liable for an
2 amount equal to twice the amount of the security deposit due,
3 together with court costs and reasonable attorney's fees.
4 (Source: P.A. 97-999, eff. 1-1-13.)".