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## **Security Deposit Return Act, 765 ILCS 710/0.01**

If residential real property contains five or more units, a lessor who has received a security deposit from a tenant must provide the tenant with a written statement of any damage to the property before deducting repair costs from the security deposit. The lessor may not withhold any part of the deposit as compensation for property damage unless the lessor has, **within 30 days of the date the tenant vacates**, sent the tenant a written itemized statement of the damages allegedly caused by the tenant to the premises and the actual or estimated cost of repair of the damages, with any paid receipts, or copies, attached.

**The lessor may include a reasonable cost for his own labor, if completing the repairs himself.** If only an estimate is given, the lessor must give the tenant paid receipts showing the actual cost within 30 days from the date of the itemized statement. If the lessor does not furnish the tenant with the statement and receipts, the lessor must, within 45 days, return the security deposit to the tenant.

The Security Deposit Return Act does not require a lessor to send any statement to the tenant if the lessor withheld the security deposit because of unpaid rent and not because of property damage.

*[Editor's note: I lost a case in court because the judge did not know the law. So, to be on the safe side, it's best to provide a statement for every moveout. -Mel Metts]*