

## CHARGES ADDED TO THE LEASE:

- Rental application fee

- Administrative fee

- Late fee

- Conveni

- Notice

- Valet t

- Pest co

- Mainte

- Check-

- Roomr

- January fee

- Processing fee

- Utilities fee

- Insurance fee

- Notice fee

- High-risk fee

- Pet fee

**What the  
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dude!!!!**

# "WHAT THE HECK, DUDE!"

## HOW STATES CAN FIGHT RENTAL HOUSING JUNK FEES



National  
Consumer Law  
Center  
*Fighting Together  
for Economic Justice*

September 2024



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Consumer Law  
Center  
*Fighting Together  
for Economic Justice*

## ABOUT THE NATIONAL CONSUMER LAW CENTER

Since 1969, the nonprofit National Consumer Law Center® (NCLC®) has used its expertise in consumer law and energy policy to work for consumer justice and economic security for low-income and other disadvantaged people, in the United States. NCLC's expertise includes policy analysis and advocacy; consumer law and energy publications; litigation; expert witness services; and training and advice for advocates. NCLC works with nonprofit and legal services organizations, private attorneys, policymakers, and federal and state governments and courts across the nation to stop exploitive practices, help financially stressed families build and retain wealth, and advance economic fairness.

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# "WHAT THE HECK, DUDE!"<sup>1</sup>

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## EXECUTIVE SUMMARY

Renters across the country face a dizzying number of junk fees that cost them hundreds of millions of dollars per year and push safe, affordable, and sustainable housing out of reach. These junk fees disproportionately harm people of color who are more likely to rent homes and pay steep application fees. The National Consumer Law Center (NCLC) 2023 report, [\*Too Damn High: How Junk Fees Add to Skyrocketing Rents\*](#), shined a light on the harmful junk fees that people must pay to secure and maintain rental housing. *Too Damn High* provided detailed information through survey data collected from legal services and nonprofit attorneys about these fees and urged the Federal Trade Commission (FTC) to rein them in through its ongoing rulemaking to regulate junk fees across the economy and enforcement actions.

In this companion report, which takes its title from an individual renter's comment to the FTC on rental housing junk fees (captured in endnote 1), we focus on steps that state and local governments and advocates can take to address junk fees. State and local governments play a central role in landlord-tenant law in the United States, as they have traditionally been the entities regulating rental housing. They should build on federal efforts to fully protect vulnerable renters from widespread and abusive junk fees-related practices. State and local laws are a traditional, straightforward, and potentially stronger tool for imposing outright fee prohibitions and price limits in rental housing.

State and local policymakers and advocates have already started to regulate rental housing junk fees where federal law does not through legislation, regulation, state enforcement of existing and new laws, and private litigation. We provide a detailed description and appendix of actions taken by more than a dozen states, including laws:

- Targeting application and screening fees.
- Regulating other specific types of fees, such as late fees.
- Imposing conditions on landlords before they can charge fees.
- Requiring disclosure and documentation of fees.

We also describe innovative steps that local governments, such as Montgomery County, Md., and Olympia, Wash., have taken that are more protective of tenants than many statewide laws.

Finally, we highlight steps that government, private, and non-profit attorneys have taken to limit fees through the enforcement of relevant laws and lease provisions. Tackling rental housing junk fees has added an important dimension to the work tenants and tenant organizers are already doing to address poor rental conditions.

## Recommendations

### State legislatures and, where appropriate, local governments, should:

- Ban housing providers and their agents from charging any mandatory fees in addition to the stated amount of rent other than a short list of specified, legitimate fees with defined limits. This prohibition should include fees charged to tenants by a third party pursuant to a contract between that third party and the housing provider, even if the third party bills the tenant directly. The only mandatory fees housing providers and their agents should be permitted to charge are:
  - A refundable security deposit.
  - A late fee that is reasonable, not unconscionable, and proportionate to the amount of monthly rent and any cost of the late payment to the housing provider.
  - A modest fee for payments returned for insufficient funds that only covers costs to the landlord.
  - Any fees tenants are required to pay under federal or state law.
- Ban mandatory and optional fees that:
  - Are excessive in amount or greater than the landlord's cost for a service.
  - Pay for services that the landlord is already required to provide (such as pest fees despite having an obligation under state law to maintain the rental unit pest-free).
  - Pay for services not ultimately provided (for example, January fee, valet trash).
  - Prevent competition (such as requiring use of a certain cable/internet provider).
  - Violate the common-law doctrine against liquidated damages (such as penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
- Permit housing providers to charge reasonable fees for optional goods or services only if:
  - The tenant affirmatively opts in via written, informed consent after receiving a disclosure containing: (1) a description of the good or service; (2) the amount of the fee for the good or service; and (3) how the tenant can cancel or opt out of the good or service.

- Require housing providers to disclose in writing, before the tenant submits an application for housing, in any advertisements, and in any rental agreement, the total cost of the rental unit, including itemization of all mandatory and optional fees and a statement of whether they are one-time or ongoing.

**State attorneys general should:**

- Bring enforcement actions against housing providers engaging in unlawful junk fees-related practices under their state consumer protection laws, landlord-tenant, and/or junk fees-specific laws.
- Collaborate with federal agencies, such as the Federal Trade Commission, the Consumer Financial Protection Bureau, and the Department of Justice, to investigate and bring enforcement actions against landlords engaging in unlawful junk fees-related practices.
- Collaborate with relevant state agencies to collect and publish data on rental housing junk fees in their state, including the types, prevalence, and cost of the fees as well as the types and location of housing providers imposing such fees.

## I. RENTAL HOUSING JUNK FEES HARM MILLIONS OF RENTER HOUSEHOLDS

Renters across the country face an affordable housing shortage. A dizzying array of junk fees to secure and maintain rental housing contributes to sky-high rent prices. Renters often must pay these unavoidable junk fees:

- During their search for housing (such as application fees or fees to “hold” an apartment),
- Throughout the duration of their lease (for example, excessive late fees, processing or administrative fees, notice fees, valet trash fees, or pest control fees), and
- At the end of their lease (such as fees for cleaning and related move-out fees).<sup>2</sup>

Junk fees can add hundreds of dollars per month to the rent. The White House’s Council of Economic Advisors estimated that the **“excess burden” of apartment application fees alone is \$276 million each year.**<sup>3</sup> These steep junk fees compound the heavy burden already placed on rental households, which make up about 35% of the U.S. population or 44 million households.<sup>4</sup>

Landlords frequently do not disclose up front the avalanche of mandatory fees renters must pay. As a result, **renters may not know the true amount they will owe every month until they begin the lease signing process—at which point they likely have already paid a nonrefundable application fee and possibly other fees.**<sup>5</sup>

The story of this legal aid client poignantly captures the experience of many renters with surprise and exorbitant junk fees:

At the height of the pandemic, ... [Ms. Dixon] found a two-bedroom apartment that advertised a rent of just under \$1,400 per month. This rate was at the top end of what she could afford, but she ... determined it would be possible. The apartment listing did not list any other fees she would be required to pay. She applied for the apartment and paid [a nonrefundable fee of] \$525 through the landlord’s online portal which was supposed to cover her \$50 application fee, a \$175 move-in fee, and a \$300 screening fee ... She was not able to see the lease or the apartment she’d be renting, but she knew if she did not pay sight unseen, she would lose the apartment ...



[Ms. Dixon] finally received and reviewed a copy of her lease two days before she was slated to move in. It was 50 pages long and contained 8 different addenda. She expected to pay her rent and pay for water. She didn't expect to be responsible for a package locker fee, a trash removal fee, a separate valet trash fee, a pest control fee, a technology package fee, an insurance fee, and a credit reporting fee ... She also didn't know she would be charged a one-time \$200 approval fee. To make matters worse, Ms. Dixon's landlord did not accept the rent by cash, check, or money order. She either had to pay through Money Gram, which itself charges a fee, or pay through the landlord's online portal, which charged her an astonishing \$72 per month 'convenience fee.' [Ms. Dixon paid] \$230 more per month than her expected rent.<sup>6</sup>

Housing providers' failure to provide accurate pricing information can threaten renters' ability to effectively budget and to stay in their homes.<sup>7</sup> Landlords also may fail to accurately and adequately explain the nature and purpose of certain fees.<sup>8</sup> And, throughout the course of their lease, renters may end up being forced to pay:

- Fees for services that are not ultimately provided,
- Fees for services that the landlord is legally obligated to provide under state law as part of renting a habitable premises,
- Fees that are significantly greater than the cost to the landlord of a service, or
- Fees prohibited by state or local law.<sup>9</sup>

**Junk fees render safe and decent rental housing out of reach when they significantly add to the cost of rent. They can also jeopardize access to future housing and financial stability.** Junk fees can become alleged rental debts that lead to dunning by debt collectors and negative marks on credit reports.<sup>10</sup>

### **A. Rental housing junk fees are more likely to harm burden renters of color and lower income renters**

Although rental housing junk fees harm all renters, a Zillow study found that renters of color face steeper fees than white renters.<sup>11</sup> According to Zillow, renters of color usually submit more applications and pay higher fees for those applications than white renters.<sup>12</sup>

Although rental housing junk fees harm all renters, a Zillow study found that renters of color face steeper fees than white renters.

Renter households are more likely to be households of color.<sup>13</sup> “[L]ongstanding inequities in education and labor markets continue to limit the earnings of households of color, perpetuating racial and ethnic disparities in cost-burdened rates.”<sup>14</sup> More than half of Black (54%) and Latino/Hispanic (52%) renter households are cost burdened—meaning that they pay more than 30% of their income on rent and utilities—while 42% of white households are cost burdened.<sup>15</sup>

Renter households are also more likely to be lower income.<sup>16</sup> Moreover, almost two-thirds of households that fall into the bottom 20% of incomes pay more than 50% of their income on rent and utilities, meaning they are “severely cost burdened.”<sup>17</sup> The dwindling supply of low-rent units is only worsening cost burdens.<sup>18</sup>

## II. THE FEDERAL GOVERNMENT HAS STARTED TO ADDRESS RENTAL HOUSING JUNK FEES

The Biden Administration has taken various steps aimed at combating rental housing junk fees. For example:

- It has launched an interagency Strike Force on Unfair and Illegal Pricing, co-chaired by the Federal Trade Commission (FTC) and the Department of Justice.<sup>19</sup>
- It has secured commitments from three major rental housing listing platforms—Zillow, Apartments.com, and AffordableHousing.com—to provide consumers with total, upfront cost information on rental properties.<sup>20</sup>
- The U.S. Department of Housing and Urban Development (HUD) has urged rental housing providers and leasing and property management companies to limit and disclose fees and released information about non-rent fees in HUD’s Multifamily, Public Housing, and Housing Choice Voucher Programs.<sup>21</sup>
- The FTC has proposed a rule that would prohibit most businesses, including rental housing providers, from misrepresenting the total costs of goods and services by omitting mandatory fees from advertised prices and misrepresenting the nature and purpose of fees.<sup>22</sup>

However, these federal actions alone are not enough to stop the excessive and exploitative junk fees that further increase the cost of housing and threaten renters’ ability to find housing within their budget and to remain housed. State and local governments should step in to protect tenants.

### III. SOME STATE AND LOCAL GOVERNMENTS ARE FIGHTING RENTAL HOUSING JUNK FEES

State and local governments play a central role in landlord-tenant law in the United States, as they have traditionally been the entities that regulate rental housing. They should build on federal efforts to fully protect vulnerable renters from widespread and abusive junk fees-related practices. **State laws are a traditional, straightforward, and potentially stronger tool for imposing outright fee prohibitions and price limits in rental housing.** As discussed in the sections that follow, state and local policymakers and advocates have already started to regulate rental housing junk fees where federal law does not, and to shut down harmful junk fees-related practices through legislation, regulation, state enforcement of existing and new laws, and private litigation.

State laws are a traditional, straightforward, and potentially stronger tool for imposing outright fee prohibitions and price limits in rental housing.

#### A. State legislation

At least 17 states have enacted laws addressing rental housing junk fees, and others are considering such legislation. **For a list of states with rental housing junk fees laws and summaries of those laws, see the [Appendix](#) to this report.**<sup>23</sup> In this section, we discuss some of the common types of rental housing junk fees laws that states have enacted.

##### 1. Laws targeting application and tenant screening fees

Many state laws focus on fees charged during the search for housing, such as application fees and tenant screening fees. **The strongest of the laws tackling application fees, such as Vermont's law,**<sup>24</sup> **prohibits landlords and their agents from charging such fees.**

The strongest of the laws tackling application fees, such as Vermont's law, prohibits landlords and their agents from charging such fees.

Weaker laws purport to prohibit application fees but actually contain exceptions that allow the imposition of burdensome charges. These exceptions include allowing landlords to charge a fee to cover the cost of tenant screening or allowing brokers or real estate agents to charge fees.<sup>25</sup>

Various states cap application or screening fees by prohibiting landlords from charging:

- More than a certain amount in fees;<sup>26</sup>
- More than the actual cost of the background check, credit check, or other screening;<sup>27</sup> or
- More than once for screening within a certain time period.<sup>28</sup>

Some states prohibit landlords that accept reusable tenant screening reports from charging application fees if the tenant provides such a report.<sup>29</sup>

**TABLE 1: Examples of state laws addressing the cost of application and tenant screening fees<sup>30</sup>**

<b>California</b>	Landlords may charge an application screening fee to cover actual costs up to a maximum of \$30. Cal. Civ. Code § 1950.6. If applicant provides reusable tenant screening report to landlord that accepts them, landlord may not charge a fee for the landlord to access report or an application screening fee. Cal. Civ. Code § 1950.1.
<b>Colorado</b>	Landlord prohibited from charging rental application fee unless they use the entire amount to cover their costs (as defined). Colo. Rev. Stat. Ann. § 38-12-903. Landlord must accept a portable tenant screening report except under certain specified circumstances and shall not charge a prospective tenant a fee to access or use it. Landlord is exempt from this provision if they do not accept more than one application fee at a time and if they refund the fee. Colo. Rev. Stat. Ann. § 38-12-903.
<b>Connecticut</b>	Landlord may charge a fee not exceeding \$50 (subject to adjustment for inflation) for a tenant screening report. Conn. Gen. Stat. § 47a-4d.
<b>Hawai'i</b>	Landlord or landlord's agent may charge an application screening fee to cover costs of obtaining information of applicant who is 18 or older or an emancipated minor. Haw. Rev. Stat. § 521-46.
<b>Idaho</b>	Any fees must be reasonable. Idaho Code Ann. § 55-314.
<b>Illinois</b>	If prospective tenant provides a reusable tenant screening report that meets certain criteria, landlord may not charge a fee to access the report or an application screening fee. <a href="#">H.B. 4926</a> (to be codified at 765 Ill. Comp. Stat. 705/25).
<b>Maine</b>	Landlord may not require an applicant to pay a fee to submit an application to enter into a rental agreement or require an applicant to pay a fee for the landlord to review or approve an application. Landlord may require an applicant to pay the actual cost of one of the following: background check, credit check, or other screening process. Landlord may not charge more than one fee for background check, credit check, or other screening process in any 12-month period. Me. Rev. Stat. tit. 14, § 6030-H.

<b>Maryland</b>	<p>Landlord may not charge more than \$25 in fees from a prospective tenant, other than a security deposit. Landlord may only retain portion of fees actually expended for a credit check or other expenses arising out of the application, and shall return that portion of fees not actually expended on behalf of tenant making application. Md. Code Ann., Real Prop. § 8-213.</p> <p>If prospective tenant provides a reusable tenant screening report to a landlord that accepts such reports, landlord may not charge the prospective tenant a fee for the landlord to access the report or an application fee. Md. Code Ann., Real Prop. § 8-218.</p>
<b>Massachusetts</b>	<p>At or before commencement of tenancy, landlord prohibited from requiring tenant or prospective tenant from paying any amount in excess of rent for first full month, rent for last full month, security deposit, and purchase and installation cost for key and lock. Mass. Gen. Laws Ann. ch. 186, § 15B. [But note that brokers are permitted to charge fees.<sup>31</sup>]</p>
<b>New York</b>	<p>Landlord may not demand payment, fee, or charge for processing, review, or acceptance of an application, or demand any other payment, fee, or charge before or at the beginning of the tenancy, except background checks and credit checks. Landlord may charge fee to reimburse cost associated with conducting background and credit check, provided the cumulative fee is no more than the actual cost of the check or \$20, whichever is less. N.Y. Real Prop. Law § 238-a.</p> <p>Landlord must waive fee if potential tenant provides copy of a background check or credit check conducted within past 30 days. N.Y. Real Prop. Law § 238-a.</p>
<b>Rhode Island</b>	<p>Landlord not allowed to require or demand prospective tenant pay rental application fee. Landlord can require official state criminal background check. If prospective tenant provides required official state criminal background check or credit report, landlord may not charge fee. If prospective tenant does not provide required official state background check and/or credit report, landlord may charge a fee representing not more than actual cost of obtaining the report. R.I. Gen. Laws § 34-18-59.</p>
<b>Vermont</b>	<p>Landlord or agent shall not charge application fee in order to apply to enter rental agreement for residential dwelling unit. Vt. Stat. Ann. tit. 9, § 4456a.</p>
<b>Virginia</b>	<p>Application fee cannot exceed \$50, exclusive of any actual out-of-pocket expenses paid by landlord to third party performing background, credit, or other pre-occupancy checks on applicant. However, where application made for a public housing or other unit subject to regulation by HUD, application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by landlord performing background, credit, or other pre-occupancy checks on the applicant. § 55.1-1203. Va. Code Ann. § 55.1-1203.</p>
<b>Washington</b>	<p>If landlord indicates willingness to accept a comprehensive reusable tenant screening report, landlord may access their own report regarding a prospective tenant as long as the prospective tenant is not charged. Wash. Rev. Code § 59.18.257.</p>

Several states require landlords to return screening or application fees under certain circumstances.<sup>32</sup>

**TABLE 2: Examples of state laws requiring return of fees**

<b>California</b>	If landlord does not perform a personal reference check or does not obtain a consumer credit report, they must return any amount of the screening fee not used. Cal Civ. Code § 1950.6.
<b>Colorado</b>	Landlord prohibited from charging rental application fee unless they use the entire amount to cover their costs (as defined in the statute) in processing the application. Landlord must provide disclosure of anticipated expenses or itemization of actual expenses and receipt and must remit any part of fee it does not use. Colo. Rev. Stat Ann. § 38-12-903.
<b>Hawai'i</b>	Landlord shall return any amount of screening fee not used for authorized purposes within 30 days after landlord submitted screening requests.
<b>Maryland</b>	If landlord requires fees from prospective tenant other than security deposit and these fees exceed \$215, landlord must return the fees; landlord may only retain portion of fees actually expended for credit check or other expenses arising out of the application, and shall return that portion of fees not actually expended on behalf of tenant making application. Md. Code Ann., Real Prop. § 8-213.
<b>Minnesota</b>	Landlord must return tenant screening fee if: (1) applicant is rejected for any reason not listed in required disclosure; (2) prior applicant is offered the unit and agrees to enter into rental agreement; (3) if landlord does not perform a personal reference check or does not obtain a credit or tenant screening report, landlord must return any amount of screening fee not used for those purposes. Minn. Stat. § 504B.173.

## 2. Laws targeting other specific fees

In addition to laws addressing fees charged when prospective tenants are trying to secure housing (e.g., application and screening fees), some states also have laws aimed at other specific fees. For example:

- **Colorado, Connecticut, Minnesota, Nevada, New York, Utah, and Virginia** cap late fees.<sup>33</sup>
- By 2025, at least one state—**Rhode Island**—will prohibit charging a convenience fee for a tenant’s rental payment (though the law provides an exception for any landlord that accepts a form of rent payment that does not require such a fee).<sup>34</sup>
- **Virginia** prohibits landlords from charging any transaction or processing fee for the use of electronic fund transfer.<sup>35</sup>
- **Colorado** prohibits move-in and move-out fees.<sup>36</sup>

- **Nevada** prohibits landlords from charging fees for repairs, maintenance tasks, or other work the landlord has a duty to perform.<sup>37</sup>

**TABLE 3: Examples of state laws regulating late fees**

<b>Colorado</b>	Landlord prohibited from charging a tenant a late fee unless rent payment is late by 7 days and the fee is disclosed in the rental agreement. Landlord may not charge more than \$50 or 5% of the amount of past due rent. Landlord may not impose a late fee more than once for each payment unless the total amount of such late fees does not exceed \$50 or 5% of the amount of past due rent. Landlord may not charge interest on a late fee. Colo. Rev. Stat. Ann. § 38-12-105.
<b>Connecticut</b>	Rental agreement prohibited from requiring tenant to pay a late charge prior to expiration of grace period, pay a late charge on rent payments made subsequent to grace period in an amount exceeding lesser of (1) five dollars per day, up to a maximum of \$50, or (2) 5% of delinquent rent payment or, in the case of a rental agreement paid in whole or in part by a governmental or charitable entity, 5% of tenant's share of the delinquent rent payment. Landlord may not assess more than one late charge upon a delinquent rent payment, regardless of how long the rent remains unpaid. Conn. Gen. Stat. § 47a-4.
<b>Minnesota</b>	Late fee, which must be agreed to in lease agreement, may not exceed 8% of overdue rent payment. Any late fee collected is not considered interest or liquidated damages. Late fee must be calculated and assessed only on portion of rent payable by tenant. S.F. 3492 (to be codified at § 504B.177).
<b>Nevada</b>	Landlord may charge reasonable late fee for late payment of rent as set forth in rental agreement, but (a) in tenancy longer than week to week, no late fee may be charged or imposed until at least 3 calendar days after due date, (b) late fee may not exceed 5% of the amount of periodic rent, and (c) maximum amount of late fee must not be increased based upon previously imposed late fee. Nev. Rev. Stat. Ann. § 118A.210.
<b>New York</b>	Landlord prohibited from demanding fee for late payment of rent unless payment has not been made within 5 days of due date, and such fee shall not exceed \$50 or 5% of the monthly rent, whichever is less. N.Y. Real Prop. Law § 238-a.
<b>Utah</b>	Owner may not charge renter late fee that exceeds greater of 10% of rent agreed to in agreement or \$25. Utah Code Ann. § 57-22-4.
<b>Virginia</b>	Late charge, which must be included in rental agreement, cannot exceed the lesser of 10% of the periodic rent or 10% of the remaining balance due and owed by tenant. Va. Code Ann. § 55.1-1204.

### 3. Laws attaching conditions to the charging of fees

Some states attach conditions to the charging of fees. For example:

- At least five states—**California, Connecticut, Maine, New York, and Rhode Island**—require landlords to provide tenants with a copy of the tenant screening report if they charge fees.<sup>38</sup>
- At least three states—**Minnesota, Utah, and Washington**—require landlords that charge a screening or application fee to disclose certain information.<sup>39</sup>

Some states also impose more substantive, as opposed to disclosure-focused, conditions on the charging of fees. For example, at least two states—**California and Minnesota**—prohibit landlords from charging screening fees when they know or should have known that no rental unit is or will be available within a reasonable period.<sup>40</sup>

**TABLE 4: Examples of state laws where landlord must provide a copy of the tenant screening report where a fee is paid**

<b>California</b>	If screening fee has been paid, and if requested by the applicant, landlord must provide a copy of the credit report to the applicant. Cal. Civ. Code § 1950.6.
<b>Connecticut</b>	Landlord that charges a fee for a tenant screening report must provide a copy of the report or, if landlord is prohibited from providing a copy, information that would allow a tenant to request a copy from the screener, and a copy of the receipt or invoice from the screener. Conn. Gen. Stat. § 47a-4d.
<b>Maine</b>	Landlord may not charge any fee unless they have notified applicant that landlord is required to provide the applicant a complete copy of information obtained pursuant to background check, credit check, or other screening process. Me. Rev. Stat. tit. 14, § 6030-H.
<b>New York</b>	Landlord may not collect fees unless they provide potential tenant with copy of the background or credit check and the receipt or invoice from entity conducting the check. N.Y. Real Prop. Law § 238-a.
<b>Rhode Island</b>	Any tenant charged a fee shall be provided with a copy of the report. R.I. Gen. Laws § 34-18-59.



**TABLE 5: Examples of state laws requiring disclosure of information where screening or application fee paid**

<b>Minnesota</b>	If landlord accepts a screening fee, must: (1) disclose in writing prior to accepting fee (a) the name and information of tenant screening service the landlord will use and (b) criteria on which the decision to rent will be based; (2) notify applicant within 14 days of rejection, identify criteria they failed to meet. Minn. Stat. § 504B.173.
<b>Utah</b>	Before owner accepts application fee or any other payment from prospective renter, owner shall disclose in writing (1) good faith estimate of rent amount and amount of each fixed, non-rent expense that is part of rental agreement; (2) type of each use-based, non-rent expense that is part of rental agreement, (3) day on which unit is scheduled to be available; (4) criteria owner will consider in determining prospective renter's eligibility; (5) requirements and process for prospective renter to recover money prospective renter pays in relation to unit. Utah Code Ann. § 57-22-4.
<b>Washington</b>	Landlord may charge for costs incurred in obtaining tenant screening report or for conducting their own screening of tenants only if landlord provides specified required information, such as: (1) what types of information will be accessed to conduct the screening, (2) the criteria that may result in denial, information about the consumer reporting agency used, (3) whether landlord will accept a reusable tenant screening report. Wash. Rev. Code § 59.18.257.

**4. Laws requiring fee disclosure or fee documentation**

Various states require disclosure or documentation of fees.<sup>41</sup> For example, some laws require an itemized receipt of the screening fee. Others require disclosure of fees in the lease agreement. While disclosure alone is usually not sufficient to protect consumers, many of these laws often exist in tandem with other regulations of fees.<sup>42</sup>

**TABLE 6: Examples of state laws requiring fee disclosure or fee documentation**

<b>California</b>	Landlord must provide an itemized receipt of screening fee. Cal. Civ. Code § 1950.6.
<b>Colorado</b>	Landlord must provide any prospective tenant who paid a fee a disclosure of anticipated expenses or an itemization of actual expenses and a receipt. Colo. Rev. Stat Ann. § 38-12-903.
<b>Hawai'i</b>	Upon applicant's request, landlord shall provide a receipt of the application screening fee and breakdown of costs. Haw. Rev. Stat. § 521-46.
<b>Idaho</b>	Landlord may not charge higher fees than listed in rental agreement or fees not included in the rental agreement unless the agreement is oral or landlord provides 30 day notice. Idaho Code Ann. § 55-314.

<b>Minnesota</b>	Landlord must disclose all nonoptional fees in lease agreement. Sum total of rent and all nonoptional fees must be described as Total Monthly Payment and be listed on first page of lease. Unit advertised for rent must disclose nonoptional fees included with total amount for rent in any ad or posting. In lease agreement disclosure or unit ad, landlord must disclose whether utilities are included or not in rent. Minn. Stat. § 504B.120.  Landlord may not collect or hold screening fee without providing receipt upon request. Minn. Stat. § 504B.173.
<b>Rhode Island</b>	If fees beyond the rent, lease shall disclose those fees in same section as rent disclosure and shall indicate that additional fees may apply. If no written lease, landlord shall provide in writing a list of all fees beyond the rent that apply. Any change in required fees must be disclosed in writing at least 40 days prior to effective date of change. H.B. 7647 (to be codified at R.I. Gen. Laws § 34-18-15).
<b>Utah</b>	Owner may not charge renter a fee, fine, assessment, interest, or other cost in an amount greater than agreed to in the rental agreement or that is not included in rental agreement unless rental agreement is month-to-month and owner provides renter a 15-day notice. Utah Code Ann. § 57-22-4.
<b>Virginia</b>	Landlord required to provide, beginning on first page of written rental agreement, description of any rent and fees to be charged to tenant in addition to periodic rent. Immediately above list of fees, written agreement must state: "No fee shall be collected unless it is listed below or incorporated into this agreement by way of a separate addendum after the execution of this rental agreement." Va. Code. Ann. § 55.1-1204.1.

### 5. States should ban fees outright and be wary of exceptions

The passage of over a dozen state laws shows a growing recognition of the role rental housing junk fees have played in exacerbating the ongoing affordable housing crisis. However, not all of these laws are equally protective of tenants. Laws that ban or limit only a few kinds of rental housing junk fees—subject to significant exceptions—are less protective than laws containing outright bans on fees.

More problematically, **some laws governing application and screening fees, perhaps inadvertently, have further entrenched problematic screening practices.** These practices include the reliance on error-ridden commercial tenant screening reports that contain discriminatory credit, criminal, and eviction history information.<sup>43</sup> In short, state legislatures have made laudable progress, but many still have work to do to protect tenants from the harmful proliferation of rental housing junk fees.

**Not all state laws regulating rental housing junk fees are equally protective of tenants.**

## B. Local regulation

Local governments have started to tackle rental housing junk fees, passing laws and regulations that, in some cases, are more protective of tenants than statewide laws. Of the local laws we identified, Montgomery County, Md., and Olympia, Wash., have the most robust and comprehensive rental housing junk fees laws.

### Spotlight on Montgomery County, MD & Olympia, WA

**Both Montgomery County and Olympia prohibit landlords from charging any fees other than a short list of specifically permitted fees.**

**Montgomery County, Maryland.**<sup>44</sup> Montgomery County permits landlords to charge certain “regulated” fees, as defined by reference to state law or as specified in the local regulation. The regulation further requires that the tenant opt into any fees for “unregulated optional services” and only allows landlords to increase fees once in a 12-month period with 90-day written notice.

**Olympia, Washington.**<sup>45</sup> Olympia prohibits a landlord from charging excessive fees and fees for anticipated landlord expenses, and prohibits any fees other than those specified in the law. Olympia further requires the identification in writing of all required rent, fees, and charges prior to application and requires that a tenant be allowed to opt out of any nonessential services and any associated fees.<sup>46</sup>

Other local governments also have acted to curb rental housing junk fees including:

- **Shoreline, Washington:**<sup>47</sup> Limits or prohibits various fees, including move-in fees, late fees, common area fees, and notice fees, and requires disclosure of fees.
- **Seattle, Washington:**<sup>48</sup> Limits or prohibits a number of fees, including late fees, move-in fees, notice fees, and pet fees.
- **Akron, Ohio:**<sup>49</sup> Caps late fees.

## C. Private enforcement

Legal aid, non-profit, and private attorneys, in partnership with their clients, have been playing an important role in challenging abusive and unlawful junk fees-related practices.

- **Colorado.** Non-profit organizations and private attorneys teamed up to file a proposed class action lawsuit against Greystar, the largest apartment management company in the country. The plaintiffs allege that Greystar charges fees—such as monthly pest control, valet trash, and billing fees—that are not included in the advertised monthly rent but that become mandatory once disclosed. According to the complaint, these junk fees do not confer any special benefits or services on tenants beyond ordinary costs of doing business that Greystar is required to bear.<sup>50</sup> The plaintiffs allege violations of the Colorado Consumer Protection Act, breach of contract, and alternative claims for unjust enrichment.
- **Maryland.** Private attorneys filed a class action on behalf of tenants residing in an apartment complex that charged, contrary to Maryland law, an upfront administrative fee and costly monthly convenience fees.<sup>51</sup> Private attorneys have also filed individual actions on behalf of tenants who have been significantly harmed by fees.<sup>52</sup>

Tackling rental housing junk fees has added an important dimension to the work tenants and tenant organizers are already doing to address poor rental conditions.<sup>53</sup>

- **Texas.** A tenant association filed a suit challenging mandatory fees for paying rent and excessive late fees and fines.<sup>54</sup> The tenant association had been formed initially to address frequent loss of hot water and poor maintenance in the apartment complex.<sup>55</sup> As a result of their work, they reached a Memorandum of Understanding (MOU) with the property owner that governed rental agreements going forward at the complex. Subsequently, the tenant association, represented by private and legal aid attorneys, filed suit claiming that the junk fees management imposed violated the MOU and the tenants' leases.<sup>56</sup> By addressing fees in the MOU and pursuing claims for MOU violations, the tenant association's advocacy protected the tenants' physical and financial health.

## D. State enforcement actions

States and local governments across the country have brought enforcement actions revealing widespread and abusive junk fees-related practices. These cases have uncovered abuses by landlords that charged fees with no relationship to their stated purpose and that violate state laws.

## Spotlight on the Pennsylvania Attorney General

### The Pennsylvania AG's Enforcement Actions

In a series of enforcement actions, the Pennsylvania Attorney General unearthed landlords charging tenants for damages without proof,<sup>57</sup> inflating the costs of damages through a 50% mark-up from the actual cost,<sup>58</sup> deducting blanket “administrative charges” from the security deposit contrary to the relevant statute,<sup>59</sup> and imposing automatic and retaliatory legal fees of \$5,000 for tenants that attempted to pursue legal remedies even when the tenant prevailed in court.<sup>60</sup>

The complaint in *Commonwealth v. Creshem Valley Realty Co., L.P.*, which was based on “numerous” reports covering 15 residential properties in the Philadelphia area, further illustrates how the imposition of junk fees works in tandem with conditions like insufficient heating,<sup>61</sup> partially collapsed roofs,<sup>62</sup> and dozens of dead rodents to create an abusive and dangerous environment.<sup>63</sup> The tenants’ lease had “numerous addendums attached thereto, [which was] more than 50 pages long—and well over 100 pages including various pamphlets—and [contained] various impermissible and/or unenforceable terms buried throughout, including provisions that attempt to authorize self-help eviction practices.”<sup>64</sup> As with the Texas case described above, the tenants in this case faced harrowing conditions that threatened both their physical well-being and their financial stability.

Enforcement actions in other states have addressed similar abuses:

- **Maryland.** In *Office of the Attorney General v. 786 Property Management, Inc.*, the Maryland Attorney General reached an agreement with the landlord stipulating that the landlord inflated late fees and charged other fees that exceeded the actual cost.<sup>65</sup> In addition, the landlord agreed to stop charging unwarranted court appearance fees.<sup>66</sup>
- **Colorado.** The Colorado Attorney General reached a consent judgment in *State v. Populum Real Estate Holdings, LLC* that requires the defendants to clearly and conspicuously disclose all fees prior to application and to refrain from deducting unwarranted charges from tenants’ security deposit.<sup>67</sup>
- **Cincinnati, Ohio.** In *City of Cincinnati v. Vinebrook Homes, LLC*, the city filed suit against the largest institutional owner of single-family rental houses in the market, claiming that Vinebrook’s practices are “illegal and predatory.”<sup>68</sup> These practices included improper trip fees for maintenance requests, small cost repair fees, 200% unilateral tenant holdover fees, and improper minimum attorney fees for leases in default.<sup>69</sup>

## IV. CONCLUSION AND RECOMMENDATIONS<sup>70</sup>

State and local governments, as the entities that traditionally regulate rental housing, should build on federal efforts to fully protect vulnerable renters from widespread and abusive junk fees-related practices. In tackling harmful rental housing junk fees, state policymakers should keep in mind that not all fee regulations are equally protective of tenants. Policymakers should aim to pass laws that ban fees outright or with very limited exceptions, as they are most effective at protecting tenants.

### **State legislatures and, where appropriate, local governments, should:**

- Ban housing providers and their agents from charging any mandatory fees<sup>71</sup> in addition to the stated amount of rent other than a short list of specified, legitimate fees with defined limits. This prohibition should include fees charged to tenants by a third party pursuant to a contract between that third party and the housing provider, even if the third party bills the tenant directly. The only mandatory fees housing providers and their agents should be permitted to charge are:
  - A refundable security deposit.
  - A late fee that is reasonable, not unconscionable, and proportionate to the amount of monthly rent and any cost of the late payment to the housing provider.
  - A modest fee for payments returned for insufficient funds that only covers costs to the landlord.
  - Any fees tenants are required to pay under federal or state law.
- Ban mandatory and optional fees that:
  - Are excessive in amount or greater than the landlord's cost for a service.
  - Pay for services that the landlord is already required to provide (such as pest fees despite having an obligation under state law to maintain the rental unit pest-free).
  - Pay for services not ultimately provided (for example January fee, valet trash).
  - Prevent competition (such as requiring use of a certain cable/internet provider).
  - Violate the common law doctrine against liquidated damages (such as penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).

- Permit housing providers to charge reasonable fees for *optional* goods or services only if:
  - The tenant affirmatively opts in via written, informed consent after receiving a disclosure containing: (1) a description of the good or service; (2) the amount of the fee for the good or service; and (3) how the tenant can cancel or opt out of the good or service.<sup>72</sup>
- Require housing providers to disclose in writing, before the tenant submits an application for housing, in any advertisements, and in any rental agreement, the total cost of the rental unit, including itemization of all mandatory and optional fees and a statement of whether they are one-time or ongoing.

### **State attorneys general should:**

- Bring enforcement actions against housing providers engaging in unlawful junk fees-related practices under their state consumer protection laws, landlord-tenant, and/or junk fees-specific laws.
- Collaborate with federal agencies, such as the Federal Trade Commission, the Consumer Financial Protection Bureau, and the Department of Justice, to investigate and bring enforcement actions against landlords engaging in unlawful junk fees-related practices.
- Collaborate with relevant state agencies to collect and publish data on rental housing junk fees in their state, including the types, prevalence, and cost of the fees as well as the types and location of housing providers imposing such fees.

## ENDNOTES

1. This quote is an excerpt from an individual's comment to the Federal Trade Commission in response to its proposed rule on junk fees. Comment on Trade Regulation Rule on Unfair or Deceptive Fees (Nov. 24, 2023), <https://www.regulations.gov/comment/FTC-2023-0064-1233> ("I urge you to pass this rule to not only save consumers tens of billions of dollars each year, but to level the playing field for honest businesses who are transparent about their costs and fees. Orange County Property Management is trying to make renters sign a "technology fee" addendum that adds 1% fee of total rent on top of rental cost. For me that is an extra \$22.70/month!! **What the heck dude!!!!** This should be illegal!! Rent in California is already outrageous, there should be no ridiculous fees like this tacked on anywhere! By the end of the year I will have paid an extra \$275 in rent!!! Unacceptable!!!!") (emphasis added)).
2. Ariel Nelson, April Kuehnhoff, Chi Chi Wu, & Steve Sharpe, Nat'l Consumer L. Ctr., *Too Damn High: How Junk Fees Add to Skyrocketing Rents* (2023), <https://www.nclc.org/resources/too-damn-high-how-junk-fees-add-to-skyrocketing-rents/> [hereinafter NCLC, *Too Damn High*].
3. Council of Economic Advisors, *The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition* (2024), <https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/>. For more on application fees, see Eric Dunn, *The Case Against Rental Application Fees*, 30 *Geo. J. on Poverty L. & Pol'y* 21 (2022).
4. Fact Sheet: Biden-Harris Administration Takes Action to Protect Renters (July 27, 2023), <https://www.whitehouse.gov/briefing-room/statements-releases/2023/07/27/fact-sheet-biden-harris-administration-takes-action-to-protect-renters/>.
5. These other fees could include tenant screening fees and administrative or processing fees. See NCLC, *Too Damn High*, *supra* note 2, at 17.
6. This client story is taken from the testimony of the former Director of Housing Advocacy of Atlanta Legal Aid before the U.S. Senate Banking Subcommittee on Financial Institutions and Consumer Protection. *Taking Account of Fees and Tactics Impacting Americans' Wallets Before the S. Comm. on Banking, Hous., & Urban Affs., Subcomm. on Fin. Inst. & Consumer Prot.*, 118th Cong. (2023) (written testimony of Lindsey Siegel, Director of Housing Advocacy, Atlanta Legal Aid Society, on behalf of its low-income clients), [https://www.banking.senate.gov/imo/media/doc/siegel\\_testimony\\_7-26-23.pdf](https://www.banking.senate.gov/imo/media/doc/siegel_testimony_7-26-23.pdf) [hereinafter Siegel Testimony]; see also NCLC, *Too Damn High*, *supra* note 2, at 6 ("As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.").
7. See Fact Sheet: Biden-Harris Administration Takes on Junk Fees in Rental Housing to Lower Costs for Renters (July 19, 2023), <https://www.whitehouse.gov/briefing-room/statements-releases/2023/07/19/fact-sheet-biden-harris-administration-takes-on-junk-fees-in-rental-housing-to-lower-costs-for-renters/> [hereinafter 2023 White House Fact Sheet on Rental Housing Junk Fees]; see also Siegel Testimony, *supra* note 6, at 3 ("Atlanta Legal Aid's low-income clients understand the risk of not paying rent, and the vast majority will avoid it at all cost. . . . Families who can't afford junk fees will cut from other areas of their lives: food, medicine, clothing, transportation to work, doctor's visits, or internet that their children need to complete school assignments. They will forgo other basic needs to avoid becoming homeless.").



8. See e.g., NCLC, *Too Damn High*, *supra* note 2, at 16 (describing how landlords often charge unspecified or unexplained administrative processing fees).
9. See e.g., *id.* at 25–26.
10. NCLC, *Too Damn High*, *supra* note 2, at 7–8 (detailing how, if a tenant cannot afford to pay unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus, which leads to dunning by debt collectors and negative marks on credit reports that create long-term barriers to obtaining new housing); April Kuehnhoff, Ariel Nelson, Chi Chi Wu, & Wesley Ward, Nat’l Consumer L. Ctr., *Unfair Debts with No Way out: Consumers Share Their Experiences with Rental Debt Collectors* (2022), <https://www.nclc.org/resources/unfair-debts-with-no-way-out/>.
11. Manny Garcia, *Renters of Color Pay Higher Security Deposits, More Application Fees*, Zillow (Apr. 6, 2022), <https://www.zillow.com/research/renters-of-color-higher-fees-30922/>.
12. *Id.*
13. About 58% of Black households and 52% of Hispanic households rented their housing in 2019. Drew Desilver, *As national eviction ban expires, a look at who rents and who owns in the U.S.*, Pew Research Ctr. (Aug. 2, 2021), <https://www.pewresearch.org/short-reads/2021/08/02/as-national-eviction-ban-expires-a-look-at-who-rents-and-who-owns-in-the-u-s/> (based on data from 2019); see also Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 12* (2022) [hereinafter *America’s Rental Housing 2022*], [https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard\\_JCHS\\_Americas\\_Rental\\_Housing\\_2022.pdf](https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2022.pdf) (renters are much more likely than homeowners to be households of color “High rentership rates among households of color reflect longstanding disparities in access to homeownership, including discriminatory lending, legal, and real estate practices.”). Only about 28% of white households rented. Desilver, *supra* note 13 (white households account for three quarters of all owner-occupied U.S. housing units, but only a little over half of renter-occupied units).
14. *America’s Rental Housing 2022*, *supra* note 13, at 30.
15. *Id.*; see also Andrew Aurand, Dan Emmanuel, Emma Foley, Matt Clarke, Ikra Rafi, & Diane Yentel, Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes 1* (2023), <https://nlihc.org/gap> (“Black, Latino, and Indigenous households are disproportionately extremely low-income renters and are disproportionately impacted by [the affordable housing] shortage.”).
16. See *America’s Rental Housing 2022*, *supra* note 13 (renters are much more likely than homeowners to have lower incomes).
17. Jason DeParle, *Record Rent Burdens Batter Low-Income Life*, NY Times (Dec. 11, 2023), <https://www.nytimes.com/2023/12/11/us/politics/rent-burdens-low-income-life.html>; see also Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 35* (2024), [hereinafter *America’s Rental Housing 2024*], [https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard\\_JCHS\\_Americas\\_Rental\\_Housing\\_2024.pdf](https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2024.pdf) (“In 2022, 83 percent of [households earning less than \$30,000] were cost burdened, with the majority (65 percent) experiencing severe burdens, marking yet another all-time high.”).
18. *America’s Rental Housing 2024*, *supra* note 17, at 2 (“A record-high 22.4 million renter households spent more than 30 percent of their income on rent and utilities. This is an increase of 2 million households over three years . . . . Among cost-burdened households,

12.1 million had housing costs that consumed more than half of their income, an all-time high for severe burdens.”).

19. The White House, Fact Sheet: President Biden Announces New Actions to Lower Costs for Americans by Fighting Corporate Rip-Offs (Mar. 5, 2024), <https://www.whitehouse.gov/briefing-room/statements-releases/2024/03/05/fact-sheet-president-biden-announces-new-actions-to-lower-costs-for-americans-by-fighting-corporate-rip-offs/>.
20. 2023 White House Fact Sheet on Rental Housing Junk Fees, *supra* note 7.
21. Letter from U.S. Dep’t Hous. & Urban Dev. Sec’y Martha L. Fudge (Mar. 7, 2023). [https://www.hud.gov/sites/dfiles/PA/documents/Junk\\_Fees\\_Memo\\_SOHUD\\_signed.pdf](https://www.hud.gov/sites/dfiles/PA/documents/Junk_Fees_Memo_SOHUD_signed.pdf); Aaron Shroyer & Clarissa Kimmey, U.S. Dep’t Hous. & Urban Dev., Off. Pol’y Dev. & Research, Pol’y & Practice, Transparency in Rental Fees (2023), <https://www.huduser.gov/portal/sites/default/files/pdf/policy-and-practice-publication-2023-july.pdf>; Claire Bufalino, U.S. Dep’t Hous. & Urban Dev., Off. Pol’y Dev. & Research, *HUD Charts on Existing Non-Rent Fee Policy* (Mar. 5, 2024), <https://www.huduser.gov/portal/pdredge/pdr-edge-trending-030524.html>.
22. Trade Regulation Rule on Unfair or Deceptive Fees, 84 Fed. Reg. 77420 (proposed Nov. 9, 2023) (to be codified at 15 C.F.R. pt. 464), <https://www.federalregister.gov/documents/2023/11/09/2023-24234/traderegulation-rule-on-unfair-or-deceptive-fees>.
23. Because “rental housing junk fees” can include an expansive list of fees, we may not have captured every single relevant state law provision. Our research sought to capture regulation of the fees described in the NCLC report, [Too Damn High: How Junk Fees Add to Skyrocketing Rents](#), *supra* note 2, though we largely excluded laws governing security deposits, including security deposit replacement products. We also did not include laws governing junk fees in the manufactured housing context, though we are aware of at least one such law. Me. Rev. Stat. Ann. tit. 10, § 9093-A.  
Other sources of state laws addressing rental housing junk fees include: Nada Hussein, Victoria Bourret, & Sarah Gallagher, Nat’l Low Income Hous. Coal., NLIHC State and Local Tenant Protection Series: A Primer on Renters’ Rights: Junk Fees Toolkit (2024), [https://nlihc.org/sites/default/files/2022-07/SLI\\_Rental\\_Fees\\_Toolkit.pdf](https://nlihc.org/sites/default/files/2022-07/SLI_Rental_Fees_Toolkit.pdf); Nat’l Low Income Hous. Coal., State and Local Innovations, Search State, Territory, Tribe or Locality, <https://nlihc.org/tenant-protections> (last visited July 31, 2024); Mariah de Leon & Natasha Duarte, Upturn, Tenants Pay the Price: The Trap of Portable Tenant Screening Reports (2024), <https://www.upturn.org/static/reports/2024/tenants-pay-the-price/files/upturn-tenants-pay-the-price.pdf>. For a discussion of security deposit replacement products, see Nat’l Hous. L. Project, Regarding Security Deposit Replacement Products (Jan. 1, 2022), <https://www.nhlp.org/wp-content/uploads/2023.01.05-Regarding-Security-Deposit-Replacement-Products.pdf>.
24. Vt. Stat. Ann. tit. 9, § 4456a.
25. See, e.g., Me. Rev. Stat. Ann. tit. 14, § 6030-H (prohibiting landlord from requiring applicant to pay a fee to submit an application, but allowing landlord to require applicant to pay the actual cost of the background check, credit check, or other screening process); Colo. Rev. Stat. Ann. § 38-12-903 (prohibiting landlords from charging rental application fees unless they use the entire amount to cover their costs in processing the application); Conn. Gen. Stat. § 47a-4d (prohibiting a landlord from demanding fee for review or acceptance of a rental application but allowing a fee for a tenant screening report); Mass. Gen. Laws Ann. ch. 186, § 15B; Simón Rios, *For many renters, apartment application fees add up. Some are illegal*, WBUR (Nov. 27, 2023), <https://www.wbur.org/news/2023/11/27/renters-application-fees-illegal-landlords>.

26. *E.g.*, Cal. Civ. Code § 1950.6 (amount of application screening fee cannot be greater than actual out-of-pocket costs of gathering information; landlord may not charge more than \$30, but fee may be adjusted annually); Conn. Gen. Stat. § 47a-4d (landlord may charge fee not exceeding \$50 (subject to inflation) for tenant screening report).
27. *E.g.*, Cal. Civ. Code § 1950.6 (landlord prohibited from charging rental application fee unless they use entire amount to cover their costs (as defined) in processing the application).
28. *E.g.*, Me. Rev. Stat. Ann. tit. 14, § 6030-H (prohibiting landlord from charging more than one screening fee in any 12-month period).
29. For an in-depth analysis and critique of reusable/portable tenant screening reports, including a discussion of why such reports do not necessarily eliminate application fees, and a comprehensive listing and discussion of state reusable tenant screening report laws, see de Leon & Duarte, *supra* note 23.
30. This chart includes laws or provisions regulating reusable tenant screening reports that specifically mention application or screening fees. It excludes laws attaching conditions to the charging of an application or screening fee—we list these fees in Tables 4 and 5 below.
31. See Rios, *supra* note 25 (citing Nomer Caceres, *Can Massachusetts Landlords Charge an Application Fee?* MassLandlords.net (Nov. 27, 2023), <https://masslandlords.net/can-massachusetts-landlords-charge-an-application-fee/#:~:text=The%20law%20for%20property%20owners.all%20other%20charges%20are%20forbidden>).
32. *E.g.*, Cal Civ. Code § 1950.6; Colo Rev. Stat. § 38-12-903; Md. Code Ann., Real Prop. § 8-213; Minn. Stat. § 504B.173.
33. *E.g.*, Colo. Rev. Stat. Ann. § 38-12-105; Conn. Gen. Stat. § 47a-4; S.F. 3492, 93rd Leg. (Minn. 2023) (to be codified at Minn. Stat. § 504B.177); Nev. Rev. Stat. Ann. § 118A.21; N.Y. Real Prop. Law § 238-a; Utah Code Ann. § 57-22-4; Va. Code Ann. § 55.1-1204.
34. H.B. 7647, Reg. Sess. (R.I. 2024) (to be codified at 34 R.I. Gen. Laws § 34-18-61).
35. H.B. 1519, Reg. Sess. (Va. 2024) (to be codified at Va. Code Ann. § 55.1-1208).
36. Conn. Gen. Stat. § 47a-4d.
37. Nev. Rev. Stat. Ann. § 118A.290.
38. Cal. Civ. Code § 1950.6; Conn. Gen. Stat. § 47a-4d; 34 R.I. Gen. Laws Ann. § 34-18-59; Me. Rev. Stat. Ann. tit. 14, § 6030-H.
39. *E.g.*, Minn. Stat. § 504B.173; N.Y. Real Prop. Law § 238-a; Utah Code Ann. § 57-22-4; Wash. Rev. Code § 59.18.257.
40. Cal. Civ. Code § 1950.6; Minn. Stat. § 504B.173.
41. Some of these provisions are similar to those attaching conditions to the charging of application or screening fees, discussed above in Section III.A.3. Some provisions may fit in both categories, though we attempted to separate them.
42. *E.g.*, Cal. Civ. Code § 1950.6; Colo. Rev. Stat. Ann. § 38-12-903; Idaho Code Ann. § 55-314; Minn. Stat. § 504B.120; H.B. 7647, Reg. Sess. (R.I. 2024) (to be codified at 34 R.I. Gen. Laws § 34-18-15); Utah Code Ann. § 57-22-4; Va. Code Ann. § 55.1-1204.1.

43. See Chi Chi Wu, Ariel Nelson, April Kuehnhoff, & Caroline Cohn, Nat'l Consumer L. Ctr., Digital Denials: How Abuse, Bias, and Lack of Transparency Harm Renters (2023), [https://www.nclc.org/wp-content/uploads/2023/09/202309\\_Report\\_Digital-Denials.pdf](https://www.nclc.org/wp-content/uploads/2023/09/202309_Report_Digital-Denials.pdf); Tech Equity Collaborative, Screened out of Housing: How AI-Powered Tenant Screening Hurts Renters (2024), <https://techequity.us/wp-content/uploads/2024/07/Screened-out-of-housing-paper.pdf>.
44. Montgomery Cnty. Md., Code § 29.61.01.01, [https://www.montgomerycountymd.gov/DHCA/Resources/Files/tenants/2-24%20Rent%20Stabilization%20Executive%20Regulation%20Clean\\_Bracketed2.pdf](https://www.montgomerycountymd.gov/DHCA/Resources/Files/tenants/2-24%20Rent%20Stabilization%20Executive%20Regulation%20Clean_Bracketed2.pdf). A local law enacted in July 2023 required a rulemaking that would specifically address rental housing junk fees. See Rent Stabilization, Dep't of Hous. & Cmty. Dev., Montgomery Cnty., Md., <https://www.montgomerycountymd.gov/dhca/Tenants/RentStabilization.html> (last visited Aug. 1, 2024).
45. Olympia, Wash., Mun. Code § 5.82.060.
46. *Id.* § 5.82.060(B).
47. Shoreline, Wash., Mun. Code §§ 9.35.040, 9.35.050, 9.35.065, <https://www.codepublishing.com/WA/Shoreline/#!/Shoreline09/Shoreline0935.html#9.35.065>.
48. Seattle, Wash., Mun. Code §§ 7.24.034, 7.24.035, 7.24.036, 7.24.038, <https://www.codepublishing.com/WA/Shoreline/#!/Shoreline09/Shoreline0935.html#9.35>.
49. Akron, Ohio, Code of Ordinances, tit. 15, ch. 150, § 150.52, [https://library.municode.com/oh/akron/codes/code\\_of\\_ordinances?nodeId=TIT15LAUS\\_CH150ENHEHOCO\\_150.52REFELAPARE](https://library.municode.com/oh/akron/codes/code_of_ordinances?nodeId=TIT15LAUS_CH150ENHEHOCO_150.52REFELAPARE).
50. Press Release, Towards Justice, Tenant Files Class Action Suit Against Colorado Mega Landlord for Junk Fees (Jan. 11, 2024), <https://towardsjustice.org/2024/01/11/press-release-tenant-files-class-action-suit-against-colorado-mega-landlord-for-junk-fees/>.
51. Class Action Complaint & Demand for Jury Trial at 9–10, Senter v. Metro. Mgmt. Grp. LLC, No. C-03-CV-22-002461 (Md. Cir. Ct. June 23, 2022), <https://nclc.org/wp-content/uploads/2024/08/MD-2022-06-23-Class-Action-Complaint.pdf>.
52. *E.g.*, Amended Complaint & Demand for Jury Trial, Pittman v. Apartment Inv. & Mgmt. Co., No. C-13-CV-20-000796 (Md. Circ. Ct. Nov. 24, 2020), <https://www.nclc.org/wp-content/uploads/2024/08/MD-Amended-Pittman-Complaint-demand-for-jury-trial.pdf>.
53. See Elizabeth Blackford, Madison DeLuca, Nicholas Heflin, & Heather K. Wray, Combatting Junk Fees in Texas Rental Housing: A Pathway to Fairer and More Transparent Leasing Practices 11 (2024), <https://law.utexas.edu/clinics/2024/03/29/combating-junk-fees-in-texas-rental-housing-a-pathway-to-fairer-and-more-transparent-leasing-practices/>.
54. Plaintiff's Original Petition, Request for Declaratory Judgment and Injunctive Relief, Rule 194 Request for Disclosure, and First Requests for Discovery at 10–12, Creeks Edge Tenants Ass'n v. CSC North Austin Realty, LLC, No. D-1-GN-19-008707 (Tex. Dist. Dec. 18, 2019), <https://www.nclc.org/wp-content/uploads/2024/08/TX-Creeks-Edge-Petition-with-Exhibits.pdf>.
55. *Id.* at 6–7.
56. *Id.* at 14–16.
57. Assurance of Voluntary Compliance at 3–8, Commonwealth v. McKinney Properties, Inc., No. 2022-287 (Pa. Com. Pl. Feb. 8, 2022), <https://www.attorneygeneral.gov/wp-content/uploads/2022/02/2022-02-08-MCKINNEY-PROP-AVC.pdf>.

58. Complaint at 4, Commonwealth v. A.R. Building Company, Inc., No. 23-013110 (Pa. Com. Pl. Nov. 14, 2023), <https://www.dropbox.com/scl/fi/bibbqyvgom1olydf5has3/2023-11-14-PA-v.-AR-Building-Company.pdf?rlkey=90oltw82igovv07fvmvwej9ir&dl=0>.
59. Commonwealth of Pennsylvania v. Associated Property Management, Inc., No. 2019-2413, at 4 (Pa. Com. Pl. Aug. 10, 2021); <https://www.attorneygeneral.gov/wp-content/uploads/2021/08/2021-08-17-ARPM-Decision.pdf>; Assurance of Voluntary Compliance at 3–8, Commonwealth v. McKinney Properties, Inc. (Pa. Com. Pl. Feb. 8, 2022), <https://www.attorneygeneral.gov/wp-content/uploads/2022/02/2022-02-08-MCKINNEY-PROP-AVC.pdf>.
60. Complaint at 25–26, Pennsylvania v. Creshem Valley Realty Co., L.P., No. 230701198 (Pa. Com. Pl. July 13, 2023), <https://www.attorneygeneral.gov/wp-content/uploads/2023/07/230713-SBG-CIE-packet.pdf>.
61. *Id.* at 13.
62. *Id.* at 16.
63. *Id.* at 13–14.
64. *Id.* at 18.
65. Press Release, Anthony G. Brown, Maryland Attorney General, Attorney General Brown Announces Settlement with Real Property Management Capital (Aug. 31, 2023), <https://www.marylandattorneygeneral.gov/press/2023/083123a.pdf>.
66. *Id.*
67. Stipulated Final Consent Judgment, State v. Populum Real Estate Holdings, LLC, No. 2024CV30023 (Colo. Dist. Ct. Jan. 8, 2024), <https://coag.gov/app/uploads/2024/01/2024-01-08-16-17-07-Four-Star-Final-Consent-Judgment.pdf>.
68. Complaint, City of Cincinnati v. Vinebrook Homes, LLC (Jan. 18, 2023), <https://www.scribd.com/document/620563275/Cincinnati-vs-VineBrook-Complaint>; Molly Schramm, *Cincinnati sues VineBrook Homes after 'repeated violations,' breach of settlement agreement*, WCPO (Jan. 18, 2023), <https://www.wcpo.com/news/local-news/hamilton-county/cincinnati/cincinnati-sues-vinebrook-homes-after-repeated-violations-breach-of-settlement-agreement>.
69. Complaint at 25–26, 36–37, City of Cincinnati v. Vinebrook Homes, LLC (Jan. 18, 2023), <https://www.scribd.com/document/620563275/Cincinnati-vs-VineBrook-Complaint>.
70. For additional rental housing junk fee-related recommendations, see Blackford et al., *Combatting Junk Fees in Texas Rental Housing*, *supra* note 53, at 12–13 & Appendix 2; Hussein et al., *supra* note 23, at 15–18. For a holistic policy agenda for tenants as well as specific recommendations on creating and enforcing reasonable rents and costs, see Nat'l Hous. L. Project, Nat'l Low Income Hous. Coal., & Tenant Union Fed'n, *National Tenants Bill of Rights 27–31* (2024), <https://nlihc.org/sites/default/files/TBOR-Final.pdf>. The recommendations in these sources informed and influenced the recommendations we include in this report.
71. Policymakers could define fees as “mandatory” if “they are not reasonably avoidable or if a reasonable consumer would expect that the good or service is included with the purchase or part of the transaction.”
72. See Blackford et al., *Combatting Junk Fees in Texas Rental Housing*, *supra* note 53, at Appendix 2.

**APPENDIX:**  
**State Laws Specifically Regulating Rental  
Housing Junk Fees\* \*\***

STATE	PROVISION(S)	SUMMARY
<b>California</b>	Cal Civ. Code §§ 1950.1, 1950.6	<p><b>Reusable tenant screening report.</b> If applicant provides reusable tenant screening report to landlord that accepts them, landlord may not charge a fee for the landlord to access report or an application screening fee. <b>§ 1950.1.</b></p> <p><b>Application screening fee.</b> Landlords may charge an application screening fee to cover actual costs up to a maximum of \$30. <b>§ 1950.6.</b></p> <p><b>Screening fees when no units available.</b> Unless applicant agrees in writing, landlord may not charge a screening fee when they know or should have known that no rental unit is available or will be available within a reasonable period of time. <b>§ 1950.6.</b></p> <p><b>Documentation of screening fee and refund requirement.</b> Landlord must provide an itemized receipt. If landlord does not perform a personal reference check or does not obtain a consumer credit report, they must return any amount of the screening fee not used. <b>§ 1950.6.</b></p> <p><b>Copy of report where screening fee paid.</b> If screening fee has been paid, and if requested by the applicant, landlord must provide a copy of the credit report to the applicant. <b>§ 1950.6.</b></p>
<b>Colorado</b>	Colo. Rev. Stat. Ann. §§ 38-12-105, 38-12-106, 38-12-801, 38-12-903, 38-12-904	<p><b>Late fee.</b> Landlord prohibited from charging a tenant a late fee unless rent payment is late by 7 days and the fee is disclosed in the rental agreement. Landlord may not charge more than \$50 or 5% of the amount of past due rent. Landlord may not impose a late fee more than once for each payment unless the total amount of such late fees does not exceed \$50 or 5% of the amount of past due rent. Landlord may not charge interest on a late fee. Colo. Rev. Stat. Ann. <b>§ 38-12-105.</b></p> <p><b>Pet rent.</b> Landlord may not charge additional rent as a condition of permitting the tenant's pet to reside at the premises in an amount greater than \$35 per month or .5% per month of the tenant's monthly rent, whichever amount is greater. Colo. Rev. Stat. Ann. <b>§ 38-12-106.</b></p> <p><b>Prohibitions on rental agreement provisions.</b> A written rental agreement cannot contain certain provisions, including: a) provision that purports to affix any fee, damages, or penalty for a tenant's failure to provide</p>

STATE	PROVISION(S)	SUMMARY
Colorado (cont.)		<p>notice of nonrenewal of the rental agreement before the end of the agreement, except for actual losses incurred as a result of the failure, b) provision that requires tenant to pay a markup or fee for service for which landlord is billed by a third party, except that a written agreement may include a provision requiring tenant to either pay a markup or fee in an amount not exceeding 2% of the amount that the landlord was billed or does not exceed a total of \$10 per month. <b>§ 38-12-801.</b></p> <p><b>Application fee.</b> Landlord prohibited from charging rental application fee unless they use the entire amount to cover their costs (as defined in the statute) in processing the application. Landlord prohibited from charging application fee: (a) that is different in amount than a fee charged to another prospective tenant who applies to rent the same dwelling unit or if the landlord offers more than one dwelling unit for rent at the same time, any other dwelling unit the landlord offers or (b) if the prospective tenant provides a portable tenant screening report. <b>§ 38-12-903.</b></p> <p><b>Disclosure and documentation of application fee.</b> A landlord must provide any prospective tenant who paid a fee a disclosure of anticipated expenses or an itemization of actual expenses and a receipt and must remit any part of the fee it does not use. <b>§ 38-12-903.</b></p> <p><b>Reusable tenant screening report.</b> Landlord must accept a portable tenant screening report except under certain specified circumstances and shall not charge a prospective tenant a fee to access or use it. Before taking any action relating to tenant screening for which landlord would expect to collect an application fee, landlord must advise the prospective tenant that if they provide landlord with a portable tenant screening report, landlord is prohibited from charging a rental application fee or charging a fee for landlord to access or use the report. Landlord is exempt from this provision if they 1) do not accept more than one application fee at a time for a dwelling unit or, if unit is rented to more than one occupant does not accept more than one application fee at a time for each tenant or tenant group and 2) refund the total amount of the application fee within 20 calendar days after written communication declining to enter into a lease. <b>§ 38-12-903.</b></p>
Connecticut	Conn. Gen. Stat. §§ 47a-4, 47a-4d	<b>Prohibitions on rental agreement provisions.</b> Rental agreement prohibited from providing that the tenant agrees to: pay the landlord's attorney's fees in excess of

STATE	PROVISION(S)	SUMMARY
Connecticut (cont.)		<p>15% of any judgment against the tenant in any action in which money damages are awarded, pay a late charge prior to expiration of grace period, pay a late charge on rent payments made subsequent to a grace period in an amount exceeding amounts set forth in § 47a-15a, or pay a heat or utilities surcharge if heat or utilities is included in the rental agreement. <b>§ 47a-4.</b></p> <p><b>Fees permitted at the beginning of a tenancy.</b> Landlord may not demand a fee for review or acceptance of a rental application or any other fee before or at the beginning of a tenancy, except a security deposit, advance payment for the first month's rent or a deposit for a key or any special equipment, or a fee for a tenant screening report. Landlord may not charge a move-in or move-out fee. <b>§ 47a-4d.</b></p> <p><b>Tenant screening fee.</b> Landlord may charge a fee not exceeding \$50 (subject to adjustment for inflation) for a tenant screening report. <b>§ 47a-4d.</b></p> <p><b>Copy of report where tenant screening fee paid.</b> Landlord that charges a fee for a tenant screening report must provide a copy of the report or, if landlord is prohibited from providing a copy, information that would allow a tenant to request a copy from the screener, and a copy of the receipt or invoice from the screener. <b>§ 47a-4d.</b></p>
Hawai'i	Haw. Rev. Stat. § 521-46	<p><b>Application screening fee and documentation.</b> Landlord or landlord's agent may charge an application screening fee to cover costs of obtaining information of applicant who is 18 or older or an emancipated minor. Upon applicant's request, landlord shall provide a receipt of the screening fee and breakdown of costs.</p> <p><b>Refund requirements for screening fee.</b> Landlord shall return any amount of screening fee not used for authorized purposes within 30 days after landlord submitted screening requests.</p>
Idaho	Idaho Code Ann. § 55-314	<p><b>Reasonable fees.</b> Any fees, including late fees, must be reasonable.</p> <p><b>Disclosure of fees.</b> Landlord may not charge higher fees than listed in rental agreement or fees not included in the rental agreement unless the agreement is oral or landlord provides 30 day notice.</p>
Illinois	<a href="#">H.B. 4926</a> (to be codified at 765 Ill. Comp. Stat. 705/25)	<p><b>Reusable tenant screening report.</b> If prospective tenant provides a reusable tenant screening report that meets certain criteria, landlord may not charge a fee to access the report or an application screening fee.</p>



STATE	PROVISION(S)	SUMMARY
Illinois (cont.)		Landlord permitted to collect and process an application in addition to the report provided, as long as prospective tenant is not charged an application a screening fee for additional report.
Maine	Me. Rev. Stat. tit. 14, § 6030-H	<p><b>Application fee.</b> Landlord may not require an applicant to pay a fee to submit an application to enter into a rental agreement or require an applicant to pay a fee for the landlord to review or approve an application.</p> <p><b>Screening fee.</b> Landlord may require an applicant to pay the actual cost of one of the following: background check, credit check, or other screening process.</p> <p><b>Copy of report where fee paid.</b> Landlord may not charge any fee unless they have notified the applicant that landlord is required to provide the applicant a complete copy of information obtained pursuant to background check, credit check, or other screening process.</p> <p><b>One screening fee per 12-month period.</b> Landlord may not charge more than one fee for background check, credit check, or other screening process in any 12-month period.</p>
Maryland	Md. Code Ann., Real Prop. §§ 8-213, 8-218	<p><b>Screening fee and refund requirement.</b> If landlord requires fees from a prospective tenant other than a security deposit and these fees exceed \$25, then landlord shall return the fees. The return of fees shall be made not later than 15 days following date of occupancy or written communication by either party, of a decision that no tenancy shall occur. Landlord may only retain portion of fees actually expended for a credit check or other expenses arising out of the application, and shall return that portion of fees not actually expended on behalf of tenant making application. <b>§ 8-213.</b></p> <p><b>Reusable tenant screening report.</b> If prospective tenant provides a reusable tenant screening report to a landlord that accepts such reports, landlord may not charge the prospective tenant a fee for the landlord to access the report or an application fee. <b>§ 8-218.</b></p>
Massachusetts	Mass. Gen. Laws Ann. ch. 186, § 15B	<b>Fees permitted at the beginning of a tenancy.</b> At or before commencement of tenancy, landlord prohibited from requiring tenant or prospective tenant from paying any amount in excess of rent for first full month, rent for last full month, security deposit, and purchase and installation cost for key and lock.

STATE	PROVISION(S)	SUMMARY
Minnesota	Minn. Stat. §§ 504B.120, 504B.173, <a href="#">S.F. 3492</a> (to be codified at Minn. Stat. §§ 504B.113, 504B.177)	<p><b>Disclosure of nonoptional fees.</b> Landlord must disclose all nonoptional fees in lease agreement. Sum total of rent and all nonoptional fees must be described as Total Monthly Payment and be listed on first page of lease. Unit advertised for rent must disclose nonoptional fees included with total amount for rent in any ad or posting. In lease agreement disclosure or unit ad, landlord must disclose whether utilities are included or not in rent. <b>§ 504B.120.</b></p> <p><b>Screening fee when no unit is available, documentation requirement, and use of screening fee.</b> Landlord may not: (1) charge screening fee when landlord knows or should have known that no rental unit is available at that time or will be available within a reasonable future time; (2) collect or hold screening fee without providing receipt upon request; (3) use, cash, or deposit a screening fee until all prior applicants have either been screened and rejected, or offered the unit and declined to enter into rental agreement. <b>§ 504B.173.</b></p> <p><b>Refund requirements for screening fee.</b> Landlord must return screening fee if: (1) applicant is rejected for any reason not listed in required disclosure; (2) prior applicant is offered the unit and agrees to enter into rental agreement; (3) if landlord does not perform a personal reference check or does not obtain a credit or tenant screening report, landlord must return any amount of screening fee that is not used for those purposes. <b>§ 504B.173.</b></p> <p><b>Requirements when screening fee paid, including disclosure requirement.</b> If landlord accepts a screening fee, must: (1) disclose in writing prior to accepting fee (a) the name and information of tenant screening service the landlord will use and (b) criteria on which the decision to rent will be based; (2) notify applicant within 14 days of rejection, identify criteria they failed to meet. <b>§ 504B.173.</b></p> <p><b>Service or support animals.</b> Landlord must not require tenant with reasonable accommodation to pay an additional fee, charge, or deposit for service or support animal. If landlord requires an additional fee, charge, or deposit pursuant to a pet policy, landlord must disclose in the lease the prohibition additional fees, charges, or deposits for service or support animals. <b>S.F. 3492</b> (to be codified at <b>§ 504B.113</b>).</p> <p><b>Late fee.</b> Landlord may not charge late fee if rent is paid after due date, unless tenant and landlord have agreed in writing that late fee may be imposed. Agreement</p>

STATE	PROVISION(S)	SUMMARY
Minnesota (cont.)		must specify when late fee will be imposed. Late fee may not exceed 8% of overdue rent payment. Any late fee collected is not considered interest or liquidated damages. Late fee must be calculated and assessed only on portion of rent payable by tenant. <b>S.F. 3492</b> (to be codified at <b>§ 504B.177</b> ).
Nevada	Nev. Rev. Stat. Ann. §§ 118A.210, 118A.290	<p><b>Late fee and disclosure requirement.</b> Landlord may charge reasonable late fee for late payment of rent as set forth in rental agreement, but (a) in tenancy longer than week to week, no late fee may be charged or imposed until at least 3 calendar days after due date, (b) late fee may not exceed 5% of the amount of periodic rent, and (c) maximum amount of late fee must not be increased based upon previously imposed late fee. <b>§ 118A.210.</b></p> <p><b>Repair and maintenance fees.</b> Landlord shall not require tenant to pay any fee for performance of any repairs, maintenance tasks, or other work for which landlord has duty to perform, including any fee to cover costs of any deductible or copayment under insurance policy for home protection or service contract for performance of any such repairs, maintenance, or other work (with exception for tenant's own deliberate or negligent act or omission). <b>§ 118A.290.</b></p>
New York	N.Y. Real Prop. Law § 238-a	<p><b>Fees at the beginning of a tenancy.</b> Landlord may not demand payment, fee, or charge for processing, review, or acceptance of an application, or demand any other payment, fee, or charge before or at the beginning of the tenancy, except background checks and credit checks.</p> <p><b>Screening fee and reusable tenant screening report.</b> Landlord may charge fee to reimburse cost associated with conducting background and credit check, provided the cumulative fee is no more than the actual cost of the check or \$20, whichever is less. Landlord must waive fee if potential tenant provides copy of a background check or credit check conducted within past 30 days.</p> <p><b>Copy of report where fee paid.</b> Landlord may not collect fees unless they provide potential tenant with copy of the background or credit check and the receipt or invoice from entity conducting the check.</p> <p><b>Late fee.</b> Landlord prohibited from demanding fee for late payment of rent unless payment has not been made within 5 days of due date, and such fee shall not exceed \$50 or 5% of the monthly rent, whichever is less.</p>

STATE	PROVISION(S)	SUMMARY
Rhode Island	R.I. Gen. Laws § 34-18-59; <a href="#">H.B. 7647</a> (takes effect Jan. 1, 2025; to be codified at R.I. Gen. Laws §§ 34-18-15, 34-18-61)	<p><b>Application and screening fees, reusable tenant screening report.</b> Landlord not allowed to require or demand prospective tenant pay rental application fee. Landlord can require official state criminal background check. If prospective tenant provides required official state criminal background check or credit report, landlord may not charge fee. If prospective tenant does not provide required official state background check and/or credit report, landlord may charge a fee representing not more than actual cost of obtaining the report. <b>§ 34-18-59.</b></p> <p><b>Copy of report where fee is paid.</b> Any tenant charged a fee shall be provided with a copy of the report. <b>§ 34-18-59.</b></p> <p><b>Disclosure requirement.</b> If fees beyond the rent, lease shall disclose those fees in same section as rent disclosure and shall indicate that additional fees may apply. If no written lease, landlord shall provide in writing a list of all fees beyond the rent that apply. Any change in required fees must be disclosed in writing at least 40 days prior to effective date of change. In any lease agreement, landlord shall disclose which utility costs are included in the rent and which are tenant's responsibility. If no written lease, landlord must provide in writing. If tenant required to obtain renter's insurance, requirement must be stated in lease or if no written lease, in writing. <b>H.B. 7647</b> (to be codified at <b>§ 34-18-15</b>).</p> <p><b>Convenience fee.</b> Landlord prohibited from charging convenience fee to a tenant's rental payment (exception for any landlord that accepts a form of payment of rent which does not require a convenience fee). <b>H.B. 7647</b> (to be codified at <b>§ 34-18-61</b>).</p>
Utah	Utah Code Ann. § 57-22-4	<p><b>Disclosure requirements before acceptance of application fee or other payment.</b> Before owner accepts application fee or any other payment from prospective renter, owner shall disclose in writing (1) good faith estimate of rent amount and amount of each fixed, non-rent expense that is part of rental agreement; (2) type of each use-based, non-rent expense that is part of rental agreement, (3) day on which unit is scheduled to be available; (4) criteria owner will consider in determining prospective renter's eligibility; (5) requirements and process for prospective renter to recover money prospective renter pays in relation to unit.</p> <p><b>Late fee.</b> Owner may not charge renter late fee that exceeds greater of 10% of rent agreed to in agreement or \$25.</p>

STATE	PROVISION(S)	SUMMARY
Utah (cont.)		<b>Disclosure of fees in rental agreement.</b> Owner may not charge renter a fee, fine, assessment, interest, or other cost in an amount greater than agreed to in the rental agreement or that is not included in rental agreement unless rental agreement is month-to-month and owner provides renter a 15-day notice.
Vermont	Vt. Stat. Ann. tit. 9, § 4456a	<b>Application fee.</b> Landlord or agent shall not charge application fee in order to apply to enter rental agreement for residential dwelling unit.
Virginia	Va. Code Ann. §§ 55.1-1203, 55.1-1204, 55.1-1212, <a href="#">H.B. 1519</a> (to be codified at Va. Code Ann. § 55.1-1208)	<p><b>Refundable application deposit.</b> Landlord may require refundable application deposit in addition to nonrefundable application fee. <b>§ 55.1-1203.</b></p> <p><b>Application fee.</b> Application fee cannot exceed \$50, exclusive of any actual out-of-pocket expenses paid by landlord to third party performing background, credit, or other pre-occupancy checks on applicant. However, where application made for a public housing or other unit subject to regulation by HUD, application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by landlord performing background, credit, or other pre-occupancy checks on the applicant. <b>§ 55.1-1203.</b></p> <p><b>Late fee.</b> Landlord cannot charge a tenant for late payment of rent unless charge is included in written rental agreement. Late charge cannot exceed the lesser of 10% of the periodic rent or 10% of the remaining balance due and owed by tenant. <b>§ 55.1-1204.</b></p> <p><b>Disclosure of fees in rental agreement.</b> Landlord required to provide, beginning on first page of written rental agreement, description of any rent and fees to be charged to tenant in addition to periodic rent. Immediately above list of fees, written agreement must state: "No fee shall be collected unless it is listed below or incorporated into this agreement by way of a separate addendum after the execution of this rental agreement." <b>§ 55.1-1204.1.</b></p> <p><b>Energy and utility-related fees.</b> If energy submetering equipment, energy allocation equipment, or water and sewer submetering equipment is used, building owner may charge and collect from tenant additional service charges, including monthly billing fees, account set-up fees, or account move-out fees to cover actual costs of administrative expenses and billing charged to owner by third-party provider of such services, provided that such charges are in rental agreement. Owner may require</p>

STATE	PROVISION(S)	SUMMARY
Virginia (cont.)		<p>tenant to pay a late charge of up to \$5 if tenant fails to make payment when due. Almost identical scheme applies if ratio utility billing system is used. <b>§ 55.1-1212.</b></p> <p><b>Administrative fees.</b> Landlord may charge and collect additional service charges, including monthly billing fees, account set-up fees, or account move-out fees, to cover actual cost of administration expenses for administration of program that uses formula for allocating actual or anticipated local government fees billed to owner among tenants if stated in rental agreement. <b>§ 55.1-1212.</b></p> <p><b>Transaction fee.</b> Landlord prohibited from charging tenant any transaction or processing fee or similar surcharge for use of electronic fund transfer, for the payment of a security deposit, rent, or any other amounts payable. <b>H.B. 1519</b> (to be codified at Va. Code Ann. <b>§ 55.1-1208</b>)</p>
Washington	Wash. Rev. Code § 59.18.257	<p><b>Reusable tenant screening report.</b> If landlord indicates willingness to accept a comprehensive reusable tenant screening report, landlord may access their own report regarding a prospective tenant as long as the prospective tenant is not charged.</p> <p><b>Disclosure requirements before acceptance of screening fee.</b> Landlord may charge prospective tenant for actual costs incurred in obtaining tenant screening report or for conducting their own screening only if landlord provides specified required information, such as what types of information will be accessed to conduct the screening, the criteria that may result in denial, information about the consumer reporting agency used, whether landlord will accept a reusable tenant screening report.</p>

\* Because “rental housing junk fees” can include an expansive list of fees, we may not have captured every single relevant state law provision. Our research sought to capture regulation of the fees described in the NCLC report, [Too Damn High: How Junk Fees Add to Skyrocketing Rents](#), though we largely excluded laws governing security deposits, including security deposit replacement products. We also did not include laws governing junk fees in the manufactured housing context, though we are aware of at least one such law. Me. Rev. Stat. Ann. tit. 10, § 9093-A.

Other sources of state laws addressing rental housing junk fees include: Nada Hussein, Victoria Bourret, & Sarah Gallagher, Nat’l Low Income Hous. Coal., NLIHC State and Local Tenant Protection Series: A Primer on Renters’ Rights: Junk Fees Toolkit (2024), [https://nlihc.org/sites/default/files/2022-07/SLI\\_Rental\\_Fees\\_Toolkit.pdf](https://nlihc.org/sites/default/files/2022-07/SLI_Rental_Fees_Toolkit.pdf); Nat’l Low Income Hous. Coal., State and Local Innovations, Search State, Territory, Tribe or Locality, <https://nlihc.org/tenant-protections> (last visited July 31, 2024); Mariah de Leon & Natasha Duarte, Upturn, Tenants Pay the Price: The Trap of Portable Tenant Screening Reports (2024), <https://www.upturn.org/static/reports/2024/tenants-pay-the-price/files/upturn-tenants-pay-the-price.pdf>. For a discussion of security deposit replacement products, see Nat’l Hous. L. Project, Regarding Security Deposit Replacement Products (Jan. 1, 2022), <https://www.nhlp.org/wp-content/uploads/2023.01.05-Regarding-Security-Deposit-Replacement-Products.pdf>.

\*\* At least one state has recently adopted generally applicable junk fees laws or regulations. See, e.g., Cal. Civ. Code § 1770(a)(29); Rob Bonta, SB 478 - Hidden Fees, <https://oag.ca.gov/hiddenfees> (last visited Aug. 13, 2024). This chart includes only rental housing-specific laws.



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