



NHCSL

THE NATIONAL HISPANIC CAUCUS OF STATE LEGISLATORS

RESOLUTION No. 2025-01

Rental Fee Transparency and Fairness

Reported to the Caucus by the NHCSL Housing Task Force
Asw. Yvonne López (NJ), Chair

Sponsored by

Sen. Cristina Castro (IL), Rep. Rosalba Dominguez (UT), Sen. Leo Jaramillo (NM), Rep. Carlos Gonzalez (MA), Rep. Tara Lujan, (NM), Sen. Cindy Nava (NM), Rep. Geraldo Reyes (CT), Rep. Angela Romero (UT), Sen. Nilsa Cruz Perez (NJ) and Rep. Leonela Felix (RI)

Unanimously ratified by the Caucus on November 22, 2025

- 1 **WHEREAS**, last year, in [Resolution 2024-09](#), the National Hispanic Caucus of State
2 Legislators (NHCSL) declared a national housing emergency to last until the gap¹
3 between the percentage of renters under 50 years-old who want to own a home and
4 those who believe they will ever become homeowners is 5% or less for three
5 consecutive years;² and,

¹ As measured in the NY Fed Survey of Consumer Expectations' annual [Housing Survey](#) (usually conducted every February) by subtracting the average [probability of owning](#) a primary residence at some point in the future for renters under 50 years old from the combined percentages of renters under 50 who would prefer or strongly [prefer owning](#).

² At the time of the 2024 resolution, the gap among renters under 50 years old was 27.5%, then the highest ever and up from 7.9% in 2015. As of the February 2025 survey, the gap is up to 29.8%. Historically, the gap among renters 50 and older had tended to be significantly higher than for those under 50, but the differences based on age had narrowed in 2023-24 as hopes soured among the young. In 2025, however, economic hopes among renters 50 and over seem to have shattered, and the gap in

6 **WHEREAS**, in that resolution, which included a long list of proposals, the NHCSL
7 called on “federal, state and local governments to enact and execute multi-pronged
8 policy solutions to the housing access and affordability crisis, and to the asymptotic
9 decline in expectations of the American Dream it has provoked” underscoring “that
10 there will not be any silver-bullet solutions” and, therefore, supporting “good-faith
11 creative efforts at all levels of government and private industry;” and,

12 **WHEREAS**, among many aspects of the crisis, the resolution cited a Harvard study
13 that found that, “among renters, cost-burden rates have increased across the income
14 spectrum” with numbers at an all-time high, making it impossible to cover basic living
15 expenses, let alone save for a down payment. “Half of all renter households—22.4
16 million—were cost burdened at last measure in 2022, up 2 million since 2019 and the
17 highest number on record. Likewise, the number of severely cost-burdened renter
18 households—those spending more than half of household income on housing and
19 utilities—also hit a new high of 12.1 million in 2022, up 1.5 million from pre-
20 pandemic levels;”³ and,

21 **WHEREAS**, the resolution also stressed that Hispanic and Black Americans face the
22 added barrier of an income gap, that is consistent regardless of education, and helps
23 explain why they are cost-burdened at disproportionately high rates (57% of Black
24 and 54% Hispanic renter households are cost burdened, with even more
25 disproportionate impact at lower incomes);⁴ and,

26 **WHEREAS**, in consequence, two policies the resolution proposed were to “crack-
27 down on landlord junk fees...” and to “facilitate renter complaints against landlords;”
28 and,

29 **WHEREAS**, the National Consumer Law Center (NCLC) [found](#) that “renters across the
30 country face a dizzying number of junk fees that cost them hundreds of millions of
31 dollars per year and push safe, affordable, and sustainable housing out of reach. These
32 junk fees disproportionately harm people of color who are more likely to rent homes
33 and pay steep application fees;” and,

34 **WHEREAS**, the NCLC recommended state laws that regulate rental housing junk fees
35 where federal law does not, including targeting application and screening fees;
36 regulating other specific types of fees, such as late fees; imposing conditions on

that cohort is now 49.73% (with 68.48% saying they would prefer to own their own home and only 18.75% saying they will ever be able to).

³ [The State of the Nation’s Housing 2024](#), p. 2 (Joint Center for Housing Studies of Harvard University).

⁴ *Ibid*, at p.4.

landlords before they can charge fees; and, requiring disclosure and documentation of fees.

THEREFORE BE IT RESOLVED, that the National Hispanic Caucus of State Legislators (NHCSL) recommends the following minimum standards for rental fee transparency and fairness, further recommending processes that facilitate tenant complaints:

I. Prohibition against junk listing fees:

- (a) A landlord's agent shall not impose any fee on, or collect any fee from, a tenant related to the rental of residential real property, nor condition the rental of residential property on a tenant engaging any agent including, but not limited to a dual agent;
- (b) Any agent who publishes a listing for a rental of residential real property with the permission or authorization of the landlord for such property shall not impose any fee on, or collect any fee from, or a tenant related to the rental of such property, and no person shall publish any listing that represents that such fees must be paid, except as provided below; and the landlord is jointly responsible for any such violations based on a rebuttable presumption of permission;

II. Nature and manner of permitted and prohibited rental fees:

- (a) All nonoptional one-time and nonoptional recurring fees, including but not limited to, rent, security deposits, move-in and move-out fees, utility fees, maintenance fees, late fees, electronic payment fees, canceled check fees, convenience fees, and benefit package fees shall be explicitly contained on the first page of the lease agreement. Such itemized disclosure shall include a short description of each fee. Any permission or prohibition refers to the nature of the fee, not its name. A landlord or their agent may not rename a fee or charge to avoid a prohibition or requirement of manner.
- (b) If a fee is not explicitly contained on the first page of the lease agreement, a tenant shall not be liable for payment of such fee.
- (c) A listing for the rental of residential property must disclose in a clear and conspicuous manner the nonoptional fees included with the total amount for rent.
- (d) In a lease agreement disclosure or unit listing, the landlord must disclose whether utilities are included or not included in rent.
- (e) No lease may contain a clause that assigns a late fee for the late payment of rent if payment occurs within 7 days of the required date of payment. A

72 lease may provide for a grace period longer than 7 days. No late fee shall
73 exceed \$25.

74 (f) No lease may contain a clause that assigns to a tenant an administrative fee
75 for the renewal of a lease agreement.

76 (g) No lease may contain a clause that assigns to a tenant a fee for the
77 modification of a lease.

78 (h) No lease may contain a clause that assigns to a tenant a fee for contacting
79 the building owner or the property manager.

80 (i) No lease may include a clause that assigns to a tenant a fee or penalty for
81 an eviction notice or an eviction action.

82 (j) No lease may include a clause that assigns a fee to a tenant for pet
83 occupancy for the duration of the lease.

84 **III. Nature and manner of permitted and prohibited one-time fees:**

85 (a) No landlord may charge any one-time fee other than move-in fees, move-
86 out fees, and security deposits.

87 (b) If a landlord charges a security deposit at the beginning of a tenancy, they
88 may not also charge a move-in fee or a move-out fee.

89 (c) The total amount of a security deposit may not exceed the amount of the
90 first full month's rent for the tenant's dwelling unit. If rent is not paid or
91 otherwise apportioned on a monthly basis, then for the sole purpose of
92 applying this limit the total rent shall be pro-rated on an equal, monthly
93 basis and the total charge to a tenant for the cost of a security deposit may
94 not exceed the pro-rated, monthly rental amount.

95 (d) The total amount of a move-in fee or move-out fee shall not exceed twenty
96 percent of the first full month's rent for the tenant's dwelling unit. If rent is
97 not paid or otherwise apportioned on a monthly basis, then for the sole
98 purpose of applying this limit the total rent shall be pro-rated on an equal,
99 monthly basis and the total charge to a tenant for the cost of a move-in fee
100 or move-out fee may not exceed twenty percent of the pro-rated, monthly
101 rental amount.

102 (e) Fee payments in installments. Except as provided in paragraph (4), tenants
103 may pay one-time fees in installments as provided below. Landlords may
104 not impose any fee, charge any interest, or otherwise impose a cost on a
105 tenant because a tenant elects to pay in installments.

(1) For any rental agreement term that establishes a tenancy for six months or longer, the tenant may elect to pay one-time fees, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in six consecutive, equal monthly installments that begin at the inception of the tenancy, or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement.

(2) For any rental agreement term that establishes a tenancy between 30 days and six months, the tenant may elect to pay one-time fees, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in no more than four equal amounts that begin at the inception of the tenancy and are paid in installments of equal duration, or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement.

(3) For any rental agreement term that establishes a tenancy from month to month, the tenant may elect to pay one-time fees, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy and the second payment is due on the first day of the second month or period of the tenancy, or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement.

(4) The tenant cannot elect to pay one-time fees in installments if (a) the total amount of the one-time fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (b) payment of last month's rent is not required at the inception of the tenancy.

(f) Any permission or prohibition refers to the nature of the fee, not its name. A landlord or their agent may not rename a fee or charge to avoid a prohibition or requirement of manner.

IN ITS MEETING OF MARCH 21, 2025, THE NHCSL HOUSING TASK FORCE UNANIMOUSLY RECOMMENDED THIS RESOLUTION TO THE EXECUTIVE COMMITTEE FOR APPROVAL.

THE NHCSL EXECUTIVE COMMITTEE UNANIMOUSLY APPROVED THIS RESOLUTION ON APRIL 4, 2025, AT ITS MEETING IN WASHINGTON, DC.

146 THE NATIONAL HISPANIC CAUCUS OF STATE LEGISLATORS UNANIMOUSLY
147 RATIFIED THIS RESOLUTION AT ITS ANNUAL MEETING OF NOVEMBER 22, 2025, IN
148 OKLAHOMA CITY, OKLAHOMA.

