

Federal Trade Commission
Office of the Secretary
600 Pennsylvania Avenue, NW
Suite CC-5610, (Annex H)
Washington, DC 20580

April 13, 2026

Re: Unfair or Deceptive Rental Housing Fee Practices ANPRM, Project No. R207011

Americans for Financial Reform Education Fund (AFREF) urges the Federal Trade Commission (FTC) to promulgate a strong rule to address junk fees in rental housing.¹ Rental junk fees are unfair and deceptive practices that charge tenants additional, unexpected, and indefensible costs on top of their agreed-upon rent. Specifically, we urge the FTC to adopt a rule on unfair or deceptive rental housing fees that 1) requires the full, transparent disclosure of all tenant fees prior to lease signing; 2) requires landlords to include all mandatory monthly fees within the agreed-upon rental payment; 3) requires that landlords do not charge tenants inflated costs for services beyond their market value; and 4) tenants must be able to easily opt out of optional services.

Junk Fees Exacerbate our Housing Affordability Crisis

Junk fees place unreasonable and unfair burdens on tenants who are already struggling with an unprecedented cost of living crisis. Today, half of all tenants spend over 30 percent of their income on rent, with 27 percent spending over 70 percent of their income on housing costs alone.² Junk fees worsen our housing affordability crisis by significantly increasing renters' housing costs beyond the price they agreed to in their lease. A 2025 survey of renters found that over 80 percent of renters were concerned about undisclosed fees and that these surprise junk fees were the top reason renters submitted negative reviews about their landlords.³ Junk fees are added on to significantly rising rents, and the addition of hundreds of dollars of undisclosed and surprise fees makes housing more unaffordable.⁴ A study of Denver corporate landlords found that junk fees added an additional 10 to 30 percent to renters' monthly housing costs, an amount that put more renters at risk of missing payments and ultimately put them at risk of eviction.⁵

¹ U.S. Federal Trade Commission (FTC). [Rule on Unfair or Deceptive Rental Housing Fee Practices](#). Advanced Notice of Proposed Rulemaking. RIN 3084–AB88. 91 Fed. Reg. 49. March 13, 2026 at 12325 et seq.

² National Low Income Housing Coalition. "[Out of Reach: the High Cost of Housing](#)." 2025.

³ SatisFacts. "[Biennial Online Renter Survey](#)." September 2025.

⁴ Nicholl, Alex and Cecilia Reyes. "[Juice this hog': How real estate companies supersized renter fees](#)." *Business Insider*. May 3, 2025; Malagón, Elvia and Stephanie Zimmermann. "[For Chicago renters, added fees mean people end up paying more for apartments](#)." *Chicago Sun-Times*. January 12, 2024.

⁵ Neumann, Zach and Katherine Fallon. Urban Institute. "[Rental Junk Fees Are Harming Renters](#)." April 30, 2025.

Junk Fees Disproportionately Enrich Corporate Landlords

Rental junk fees are not just a random occurrence, they are a frequent practice of corporate landlords in the U.S. rental market. Nationally, the presence of corporate landlords in a community has been associated with raised rents, junk fees, reduced maintenance, and increased evictions.⁶ These fees generate substantial income for corporate landlords. For example, fees and tenant clawbacks — like keeping tenants’ security deposits — generated at least \$26 million for Colony Starwood Homes (now called Starwood Waypoint Homes).⁷

The FTC has identified junk fees as a common predatory practice of corporate landlords. In 2024, the FTC sued Invitation Homes, the largest single-family landlord in the country, for imposing deceptive and unfair junk fees on their tenants. According to the complaint, Invitation charged their tenants over \$60 million in mandatory, undisclosed “lease easy bundle” junk fees over a 2-year period, and, in a 2019 email, their CEO urged the senior vice president responsible for the company’s fee program to “juice this hog” by making a new “smart home” fee mandatory for renters.⁸ Similarly, in 2025 the FTC accused Greystar, a multifamily landlord with over 800,000 units, of charging tenants with hundreds of millions of dollars in junk fees, including for services such as “valet trash” fees, fees to distribute utility bills, and smart home packages.⁹ RealPage, which recently settled its price-fixing antitrust lawsuit with the U.S. Department of Justice, has also been subject to multiple class-action lawsuits for conspiring with landlords to impose junk fees on tenants.¹⁰

Junk Fees are Unfair and Deceptive

Junk fees are particularly egregious in rental housing because once tenants are locked into their leases they have little choice other than to pay up or face eviction. For tenants, it is extremely difficult and cost-prohibitive to break a lease and secure new housing. Similarly, disputing frivolous fees is time-consuming, stressful, costly, and can trigger landlord retaliation. Junk fees are also unfair when tenants are charged fees that have no real relationship to the cost of the service that the fee purportedly covers, or when renters cannot opt out of a fee that was not included in their lease.

For these reasons, we urge the FTC to adopt a rule that protects U.S. renters from unfair and deceptive junk fees, which should include the following:

- 1. Require the full, transparent disclosure of all tenant fees prior to lease signing:**
Signing a rental lease is a major financial commitment. Tenants are entitled to know what charges they will be subject to, including any penalties for late payments or other violations, and they should not be required to pay charges that they did not agree to.

⁶ Americans for Financial Reform. “[Research Memo: New AFR Research Estimating Minimum Number of Private Equity-Owned Housing Units.](#)” June 28, 2022.

⁷ Mari, Francesca., New York Times Magazine, “A \$60 Billion Housing Grab by Wall Street,,” New York Times Magazine. March 4, 2020.

⁸ FTC. “[Complaint, FTC v. Invitation Homes.](#)” September 24, 2024.

⁹ FTC. “[Complaint, FTC v Greystar Real Estate Partners LLC et al.](#)” January 16, 2025.

¹⁰ Tkacik, Maureen. “[How an ‘Algorithm’ Turned Apartment Pools Green.](#)” *The American Prospect.* June 18, 2024.

2. Require landlords to include all mandatory fees within the agreed-upon rental payment:

A lease is a legal agreement through which the lessee (tenant) is granted access to the property in exchange for making regular payments to the lessor (landlord) for a specified duration. If there are fees unrelated to use and occupancy of the property, these should be clearly disclosed and should be optional. If they are mandatory, so that nonpayment of these fees would be a basis to evict the tenant, they should be included in the rent.

3. Require that tenants do not pay inflated costs for optional services beyond their market value and may easily opt out:

Landlords frequently offer optional services to tenants, such as telecommunications and smart home technology, or concierge package services. As tenants do not have the ability to negotiate these fees, landlords must not charge them for more than the reasonable market value of the services they provide. Additionally, tenants must be able to easily opt out of any fees.

Thank you for the opportunity to provide comments on this important matter. For further discussion, please contact Caroline Nagy at caroline@ourfinancialsecurity.org.

Sincerely,

Americans for Financial Reform Education Fund