

# Village of Glendale Heights Rental Property Crime Prevention Partnership



## Single Family Rental Residential Properties Manual



### Notice of Disclaimer

Certain Portions of this booklet contain descriptions of legal procedures. These descriptions are general summaries and are not intended to provide clear understanding of the law or legal process. The distribution of this manual is done with the expressed understanding that the Village of Glendale Heights, the Glendale Heights Police Department, the Glendale Heights Community Development Department or their employees are not engaged in rendering legal services. **No part of this manual should be regarded as legal advice or considered as a replacement for the property owner or managers responsibility to become familiar with the laws and ordinances of the federal, state, and local governments.** You should also be aware that laws change and court rulings affect legal procedures. Thus, material in this manual could be rendered obsolete at some point. Additionally, this booklet contains samples policies and forms. They are provided only as an example and are not specifically endorsed or recommended for your specific rental situation. We urge you to seek the assistance of an experienced attorney to assist with your rental situations.

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## Village of Glendale Heights Rental Property



## Crime Prevention Partnership

# Introduction

The Village of Glendale Heights, Police and Community Development Departments working in conjunction with rental property owners, managers and tenants seek to maintain high standards of living and improve the quality of life for all residents through the following Rental Property Crime Prevention Partnership Program. This Village sponsored program is intended to enhance crime prevention at rental properties through a partnership to reduce criminal activity in our community.

This manual is provided to educate new and existing property owners and managers on the local requirements set forth by Village Ordinance for the rental and maintenance of residential property. Complete review of this manual is mandated by ordinance for all landlords. Property managers should also review this information as representatives of the owner. Submission of the Rental Property Crime Prevention Partnership Manual Acknowledgment of Understanding and Compliance certificate, which is provided, serves as the official record of compliance with Section 10-14A-2 (D) of the ordinance. Once the licensing fees and completed application packet, including the completed Acknowledgment of Understanding and Compliance certificate, have been received by the Community Development Department the license will be issued. After the initial certificate of completion has been submitted, subsequent annual licenses will be issued based on the existing record of compliance with Section 10-14A-2 (D).

Municipal government is charged with enhancing public safety and working to maintain the quality of life for all citizens. The Village seeks to have a close partnership with landlords, managers and tenants to accomplish this goal. However, the most important components in the rental equation are landlords and managers. The ability to find and rent to suitable tenants, maintain a safe and healthy rental environment, obtain voluntary compliance with rules should infractions occur and, when necessary, resolve problems through non-renewals and eviction rests in their hands. The bottom line is that YOU hold the key to the success of this program. The Village and its Police and Community Development Departments stand ready to assist and support you.

# Chapter 1

## Licensing and Inspection of Single Family Dwellings Ordinance

Chapter 1 contains the Village of Glendale Heights ordinance establishing the statutory licensing and inspection requirements for Single Family Residential Rental Properties. This ordinance is a major component of the effort to partner landlords, managers and tenants in the prevention of criminal activity. It provides an outline to owners to help them comply with the ordinance.

The licensing requirements for landlords are provided. Included are application information, fees and renewal guidelines. Inspection of rental properties is mandated and facilitated through the Community Development Department. Leases are required for tenants, as is the inclusion of a Crime Prevention Lease Addendum, in which landlords clearly state to tenants the prohibition of criminal nuisance activity at rental properties.

This chapter also delineates compliance by landlords, managers and tenants. The level of accountability that owners, managers and tenants will be held to is explained. Information identifying what constitutes a violation is provided and penalties clearly established.

The following pages contain the rules involved with this partnership. Much like the lease your tenants are provided, it sets forth your rules for partnering with your tenants to live in a safe environment.



# License Required & Owner Responsibilities

## 10-14A-2: LICENSING REQUIREMENTS:

### A. License Required:

1. Single family dwelling rental licenses (“license”) shall be administered through the Community Development Department.
2. It shall be unlawful for any person, firm, partnership, association, corporation, managing agent, property agent, or other legal entity to operate, maintain or offer for rent within the Village any single family dwelling, whether vacant or occupied, without first having obtained and maintained a current license, as provided in this article.
3. It shall be unlawful for any person to occupy a single family dwelling, or for any owner, managing agent, or property agent to allow anyone to occupy a single family dwelling, which is not currently licensed as provided for in this article.
4. It shall be unlawful for any person, firm, partnership, corporation, managing agent, property agent, or other legal entity to offer for rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a single family dwelling for which a license has been revoked or while such license is under suspension.
5. Whenever an owner, managing agent, or property agent of a single family dwelling fails to obtain a proper license, the code official shall notify all tenants of the single family dwelling by first class mail, certified mail, return receipt requested, and posting a notice on all entrances to the single family dwelling indicating the following:
  - a. *You are hereby notified that the owner, managing agent, or property agent of this single family dwelling has failed to license this property with the Village of Glendale Heights in violation of Title 10, Chapter 14, Article A of the Village Code.*
  - b. *You must vacate this property within sixty (60) days of this notice.*
  - c. *If you fail to vacate this property, you will be subject to a minimum fine of \$100.00 and a maximum fine of \$1,000.00 for each day you remain in the single family dwelling in violation of this article.*
6. Whenever an owner, managing agent, or property agent of a single family dwelling fails to obtain a license, and allows persons to remain on the property, it shall be considered a violation of this Article, until such time as the owner, managing agent, or property agent obtains a license or takes appropriate steps to vacate the property, including, but not limited to, filing a suit for forcible entry.

### B. Rental Agreements and Leases Required:

1. All rental agreements, leases and renewal agreements shall be in writing, signed by the tenant(s).
2. Each rental agreement, lease or renewal agreement shall contain the following provisions and lease addendum stating the following:

The Village of Glendale Heights has enacted the following in its Code of Ordinances: You are hereby given notice that the Village of Glendale Heights established a Crime Prevention Partnership Program, which includes the following requirements. A signed lease for the rental of the property which identifies all tenants eighteen (18) years of age or older. Written notice of any guests who will be temporarily residing at the rental property more than seven (7) consecutive days shall be provided to the landlord. Each tenant shall be informed in writing of the maximum occupancy restrictions for the property. All adult tenants shall sign the Crime Prevention Partnership Lease Addendum. Upon request of a police or code enforcement official the owner or owner's agent shall provide a copy of the signed Crime Prevention Partnership Lease Addendum.

5-2-1 et seq., Nuisance Ordinance: This ordinance prohibits chronic nuisance activity on properties located within the corporate limits of the Village of Glendale Heights. The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household:

- Shall not engage in any criminal activity or violation of municipal codes or ordinances or any other violations of local, state or federal law on or near the rental unit, common areas or appurtenances;
- Shall not engage in any act intended to facilitate any violation of local municipal ordinances or codes or any other violations as defined by local state or federal law and/or obstruction or resistance of law enforcement efforts against criminal activity on or near the rental unit, common areas or appurtenances;
- Shall not permit on or near the rental unit, common areas or appurtenances to be used for or to facilitate any violations of local municipal ordinances or codes or any other violation of local, state or federal law;
- Is informed that should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant, or his/her household, violate any provisions stated herein on or near the rental unit, common areas or appurtenance, such a violation shall constitute a material noncompliance with the lease and shall further constitute grounds for termination of tenancy and eviction;
- Is informed that the owner(s), manager(s) or other persons in charge of the property, tenant(s) in possession thereof may raise any affirmative defense delineated in Section 5-2-8 of the Nuisance Ordinance;
- Is informed that this Ordinance is not intended to deter those persons in need of Police, Fire or Paramedic services from calling for those services.

Tenants and all persons who reside in the leased premises, by assuming possession of the same, agree that the landlord or his agents may release to the Police Department any information concerning the identity of all occupants.

The maximum occupancy restrictions for this property is \_\_\_\_\_ occupants.

The tenant(s) is(are) hereby notified that, upon proper notice, the Village of Glendale Heights may conduct reasonable inspections of the rental residential property, with the consent of the tenant, for purposes of determining compliance with the Village of Glendale Heights' requirements for Licensing and Inspection of Rental Residential Properties and other relevant provisions of the Village Code.

TENANT(S): Signature denotes the above information was provided by your landlord and you have read and understand the information regarding the Crime Prevention Partnership Program and Village Ordinance, and you are 18 years of age or older. (Use additional copies of the addendum for additional tenant signatures.)

Print Name Tenant 1: \_\_\_\_\_ Print Name Tenant 2: \_\_\_\_\_  
Signature Tenant 1: \_\_\_\_\_ Signature Tenant 2: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name Tenant 3: \_\_\_\_\_ Print Name Tenant 4: \_\_\_\_\_  
Signature Tenant 3: \_\_\_\_\_ Signature Tenant 4: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

LANDLORD: Signature denotes understanding of the above information and that the information has been provided to the tenant(s) in accordance with the Crime Prevention Partnership Program and Village Ordinance. (Landlord signature required on each addendum/tenant signature page submitted.)

Print Landlord Name: \_\_\_\_\_ Landlord Signature: \_\_\_\_\_  
( ) Landlord or ( ) Legal Representative Date: \_\_\_\_\_

3. Except as provided herein, this article is not intended to affect the rights and obligations of the parties to a lease or rental agreement for rental residential property.

C. Owner Responsibilities:

1. The owner, managing agent, or property agent of a single family dwelling shall maintain a record for each property with the full legal name of every tenant in each dwelling unit.
2. The owner, managing agent, or property agent of a single family dwelling shall provide each tenant with the name and telephone number of a responsible person that will be available on a twenty-four (24) hour basis and who has the authority to make repairs as needed.
3. The owner, managing agent, or property agent of a single family dwelling shall, prior to occupancy, inform each tenant in writing of the maximum number of persons, per dwelling unit, allowable by the International Property Maintenance Code, as adopted and amended by the Village.
4. The owner, managing agent, or property agent shall report to the Community Development Department any changes in the designation of the managing agent within seven (7) days of said change.

## Rental Property Crime Prevention Partnership Lease Addendum

Section 10-14A-2 (B) requires the attachment of a lease addendum. The Rental Property Crime Prevention Partnership Lease Addendum is provided by the Village for landlords to add to their lease agreements. The addendum expressly prohibits violations of the Village Code as well as federal, state and local criminal, nuisance, or property maintenance statutes, regulations, or ordinances. It provides landlords with clear and specific language that lets tenants know their landlord is partnering with them to ensure they live in a safe and secure home.



The language of the lease addendum was updated in 2016 due to changes made by the Village Board to the Title 10, Chapter 14, Article A. Licensing and Inspection of Single Family Dwellings and Title 5, Chapter 2, Nuisances. Landlords are required to begin using the new addendum in 2017. The task of implementing the addendum into all lease agreements must be completed by January 1, 2018. These addendums must be maintained by landlords/managers and provided to law enforcement or code enforcement officials upon request.

## D. Crime Prevention Rental Housing Requirements:

Each applicant for a license to maintain a rental residential property shall review the "Crime Prevention Rental Properties Manual" and acknowledge understanding of and compliance with its requirements prior to issuance of a license.

### Acknowledgment of Understanding and Compliance

The manual is a specific requirement of the ordinance. Your complete review of this document fulfills the first portion of 10-14A-2 (D).

Once the booklet is reviewed, the notarized Acknowledgment of Understanding and Compliance Form provided by the Community Development Department must be submitted with the licensing fee. This completes the second part of 10-14A-2 (D).

The notarized acknowledgment is not valid until submitted and recorded by the Community Development Department representative and the receipt section completed.



## Application for Licensing

### 10-14A-3: APPLICATION REQUIRED:

- A. Any person, firm, partnership, association, corporation, managing agent, property agent, or other legal entity that intends to operate, maintain or offer for rent within the Village any single family dwelling, whether vacant or occupied, shall submit an application for a license to the Community Development Department.
- B. Each application filed with the Director of Community Development shall state:
  1. The full legal name, address, and home and work telephone numbers of every owner of record.
  2. If the single family dwelling is held in a trust, the name, address, and phone number of each trustee and each beneficial interest holder.
  3. The address of the single family dwelling.
  4. The number of dwelling units within the single family dwelling.
  5. The full legal name and phone number of each tenant, eighteen (18) years and older, and the number of minor children under 18 years of age.
  6. The name, address, and phone number of the managing agent and/or property agent.
  7. The name, address, and twenty-four (24) hour phone number or numbers of a contact person that will be available on a twenty-four (24) hour basis, and that has the authority to make or authorize repairs as needed.
  8. The total square footage designated for living and sleeping purposes, including individual room sizes, as stipulated by the International Property Maintenance Code, as adopted and amended by the Village.

# Residential Rental Property License & Renewal Application Supplemental Information



10-14A-3 requires the completion of the Community Development application form. The application which is provided with the annual renewal notices is also available on the Village website:

<http://glendaleheights.org/pdf/comdev/rentalprogram/rentalsinglefamilylicenseapplication.pdf>

The application and all required information must be completed by the applicant. The page includes information regarding rooms and sizes. This is the form upon which landlords must provide tenant information. If more space is needed, additional pages can be attached with the submission.

## License Fees, Terms & Renewals

### 10-14A-4: LICENSING FEE, TERM AND RENEWAL:

#### A. License Fee and Term:

1. Each complete application for a new license or a renewal of an existing license shall be accompanied by a fee as provided in Section 4-2-2 of the Village Code.
  - a. All such fees shall be payable at the Community Development Department and shall be due and payable on or before February 1 of each year.
  - b. If the completed license application is not submitted together with the required fee prior to February 1 in any given year, the license fee shall be increased by \$25.00 on February 2 and on the first day of each subsequent month until such time as a complete license application is submitted and the required license fee is paid.

Section 10-14A-4 (A) (1) contains a referral to the fee schedule as set by the Village Code in Chapter 2, Section 4-2-2. The relevant portion of that ordinance, regarding rental licensing fees, is provided below.

#### 4-2-2: LICENSE FEE SCHEDULE BASED UPON USE:

Single family residential rental property operator license for a residential property inspection:

- Single family home/duplex/townhome—\$300.00 per year
- Condo unit—\$200.00 per year

2. Fees shall not be prorated.
3. No refund of any license fee paid shall be made.
4. Each license granted hereunder shall be an annual license, the term of which shall commence on February 1 of a given year and shall terminate on January 31 of the next year.
5. The owner, managing agent, or property agent is responsible for obtaining a license each year the property is a rental residential property. If it is determined that an owner, managing agent, or property agent has failed to obtain a license, the owner, managing agent, or property agent shall be responsible for paying the current license and the license fee for all previous years the property was a rental residential property.

- a. Such past due fees shall be established in accordance with Section 10-14A-4 (A) (1) (b) above.
- b. The maximum past due fee for an annual license shall be \$300.00.

6. Notwithstanding any provision contained herein to the contrary, no license shall be issued until such time as all fees, costs, and fines provided for by the Village Code have been paid.

**B. License Renewal:**

- 1. Application for license renewal shall be made in the same manner as for new applications; except, that such application shall state thereon that it is for license renewal.
- 2. A license issued pursuant to this article shall not be renewed unless the applicant is in conformance with the provisions of this article, including the correction of outstanding code violations, and the payment of all fees, costs, and fines provided for by the Village Code.

**C. Non-transferability of License:**

A license for a single family dwelling cannot be transferred to another single family dwelling or to a succeeding owner, managing agent, or property agent.

**D. Changes in Ownership or Occupancy:**

- 1. Whenever there is a change in the ownership or in the occupancy of a single family dwelling the owner shall, within thirty (30) days of such change, provide written notification to the code official indicating such change.
- 2. No owner, managing agent, or property agent shall permit the occupancy of any single family dwelling to exceed the maximum number of persons allowable by the International Property Maintenance Code, as adopted and amended by the Village.

## Inspection Requirements

### 10-14A-5: INSPECTION REQUIRED and RE-INSPECTION REQUIREMENTS:

**A. Inspection Requirements:**

- 1. An inspection to determine if a rental residential property is in full compliance with all applicable ordinances, codes, and regulations of the Village shall be required and scheduled with the Community Development Department at the time of the application for a new license for any rental residential property.

### Scheduling Inspections

Landlords are responsible for contacting the Community Development Department at the service counter in Village Hall or via telephone at (630) 260-6030 to schedule the annual inspections according to Section 10-14A-5 (A) (1). They are also responsible for scheduling the re-inspection for compliance as a result of the inspection (10-14A-5 (A) (4)). Failing to comply with these requirements will result in violations notices and citations being issued as explained in the Program Enforcement section of this manual.

2017						
January		February		March		
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
1 New Year's Day 18 Martin Luther King Jr. Day 2 Groundhog Day 13 Lincoln's Birthday 15 President's Day 22 Washington's Birthday 1 Ash Wednesday 22 Shrove Tuesday 17 St. Patrick's Day						
April		May		June		
Su	Mo	Tu	We	Th	Fr	Sa
			1			
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
1 April Fools' Day 18 Good Friday 19 Easter 24 Memorial Day 1 Ash Wednesday 18 Father's Day 21 Juneteenth						
July		August		September		
Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
4 Independence Day 14 Labor Day 19 Grandfather's Day						
October		November		December		
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
31 Halloween 1 Thanksgiving 7 Election Day 11 Veterans Day 23 Thanksgiving 1 Ash Wednesday 10 Grandfather's Day 4 Labor Day 10 Grandfather's Day 17 St. Nicholas Day 21 Winter Solstice 23 Christmas 31 New Year's Eve						



2. Thereafter, the Village shall conduct an annual inspection of every rental residential property during the license year, or as necessary, to determine if said rental residential property is in full compliance with all applicable ordinances, codes, and regulations of the Village. The Village may also conduct additional inspections whenever it is necessary to ensure that a rental residential property is in compliance with all applicable ordinances, codes, and regulations of the Village.
3. Licensing inspections of single family rental residential properties shall include the interior and exterior of the premises.
4. When a licensing inspection of a rental residential property reveals any violations of applicable ordinances, codes, or regulations, a compliance time frame will be set by the code official. In establishing a compliance time frame, the code official shall determine the reasonable minimal time necessary to correct the violations based upon the number and severity of the violations. The code official shall send notice to the property owner, managing agent, or property agent by regular U.S. mail, hand delivery, or via e-mail at the last address provided on the most recent license application. Said notice shall include the following:
  - a. Description of the rental residential property sufficient for identification;
  - b. A statement listing the violations of applicable codes; and
  - c. A statement of the deadline by which a re-inspection shall be scheduled.

## Inspection Report

Compliance with Sections 10-14A-5 is verified through the inspection process involving Community Development Code Enforcement Inspectors. The Inspection Report Form (above) is used by inspectors to conduct inspections and provide notice of violations requiring correction. While every effort is made to conduct a complete initial inspection, owners are notified that subsequent re-inspections may result in the identification of additional code violations which will require correction. A copy of the inspection form is available on the Village website:

A copy of the inspection form is available on the Village website:

<http://glendaleheights.org/pdf/comdev/rentalprogram/rentalmultifamilysampleinspectionform.pdf>

5. A licensing re-inspection will be conducted at the end of the compliance time frame. Upon completion of the licensing re-inspection of the rental residential property, an inspection approval shall be issued if the rental residential property meets the requirements of applicable Village ordinances, codes, and regulations. If the code official finds that the requirements of applicable Village ordinances, codes, and regulations have not been met, then a written violation notice specifying the defect shall be transmitted by regular U.S. mail, hand delivery, or via e-mail to the applicant.
6. If compliance is not achieved at the time of re-inspection, a citation may be issued and/or the Village may suspend the license.

### B. Compliance with Zoning and Building Code:

1. Every rental residential property shall be owned, operated and maintained in full compliance with all applicable ordinances, codes, and regulations of the Village.
2. No structural, mechanical, electrical, or plumbing alterations or repairs, or remodeling, shall be made to a rental residential property unless all zoning and building code requirements have been met, and appropriate building permits obtained.

3. In addition to all other requirements set forth in the Village Code, the following requirements shall be applicable to a rental residential property:

a. Safe and Sanitary Conditions:

1. No person shall occupy and no owner, managing agent, or property agent shall allow another person to occupy any single family dwelling unless it is clean, safe, sanitary, fit for human occupancy and complies with all applicable ordinances, codes, and regulations of the Village.
2. Every owner, managing agent, or property agent shall at all times maintain in a safe, clean and sanitary condition, the interior and exterior common areas.

b. Abandoned Vehicle Removal Required: The owner, managing agent, or property agent of any rental residential property shall be responsible for the removal of any and all abandoned vehicles located on the premises of said rental residential property.

1. Such removal shall be accomplished within the time period specified in the notice. If any abandoned vehicle poses a hazard to human safety, it shall be removed immediately.
2. Such removals shall be accomplished as otherwise provided by law.

c. Fire Protection Devices Maintained: The owner, managing agent, or property agent shall be responsible for the maintenance and annual testing of fire alarm, fire sprinkler and emergency lighting systems and backflow prevention devices, if applicable.

1. These systems shall be tested by an approved service company and a written report provided.
2. The owner, managing agent, or property agent shall retain all test results.

C. Re-Inspection Fee:

1. The licensing inspection and first re-inspection provided for in this Article shall be without charge to the owner. Subsequent to the initial licensing inspection and first re-inspection for a licensing year, each additional re-inspection shall be at a cost of fifty dollars (\$50.00) per hour, per inspector, based on the number of inspector hours required to make said inspections and prepare the required report. The minimum charge for any re-inspection shall be seventy-five dollars (\$75.00).
2. A re-inspection fee shall be charged if the owner, managing agent, property agent, tenant, or other authorized adult is not present or fails to allow access to the inspector.
3. A re-inspection fee shall be charged if, upon arrival of the inspector, conditions exist at the property which prohibits the inspector from completing the inspection.
4. A re-inspection fee shall be charged if a scheduled inspection is cancelled after 3:00 PM on the business day before the inspection.
  - a. A scheduled Monday inspection shall be cancelled by 3:00 PM on the Friday before the scheduled inspection.
  - b. An inspection scheduled on a day following a Village holiday shall be cancelled by 3:00 PM on the business day prior to the Village holiday.
5. Failing to schedule a required re-inspection prior to the start of the next licensing year shall cause a re-inspection fee to be charged at the time of a license renewal.



D. Consent to Inspections and Right of Access:

1. If any owner, managing agent, property agent, tenant, occupant, or other person in control of rental residential property fails or refuses to consent to free access and entry to the rental residential property under his/her/its control for any inspection pursuant to this article, and if the Village has the probable cause necessary to obtain an administrative search warrant, the code official or his designee may apply to the circuit court for an administrative search warrant or other appropriate court order authorizing such inspection.
2. Upon twenty-four (24) hour notice to the owner, managing agent, or property agent, the owner, managing agent, or property agent shall provide access to such portions of the rental residential property which are otherwise inaccessible to the Village inspectors. During any inspection of an inaccessible portion of the rental residential property, the owner, managing agent, or property agent shall designate an adult representative to accompany Village inspector(s) during such inspection.

## Licensing Enforcement, Suspension & Revocation

### 10-14A-6: PROGRAM ENFORCEMENT:

A. Enforcement Authority:

It shall be the duty of the Community Development Department to enforce the provisions of this article, as authorized by the Village Code, the Village Code, and the International Code Council codes, as adopted and amended from time to time by the Village.

B. Violations:

1. The following shall constitute violations of this article:
  - a. Failure of the owner, managing agent, or property agent of a single family dwelling to license such property with the Village.
  - b. Failure to comply with the terms of this Article A.
  - c. Failure of the occupants of a single family dwelling to vacate such property within sixty (60) days after receiving notice from the code official that such property is not properly licensed or that the license has been revoked.
  - d. Failure of the owner, managing agent, or property agent of a single family dwelling to vacate all tenants from said property within sixty (60) days after the license has been revoked.
  - e. Failure of the owner, managing agent, or property agent of a single family dwelling to maintain a single family dwelling in compliance with applicable building, property maintenance and zoning ordinances.
  - f. For any person other than one authorized by the code official to removes or defaces any notices which have been posted pursuant to this article.

### Violation Notice & Citation

Pursuant to Sections 10-14A-6, when violations occur, Community Development Inspectors will provide notice to landlords, managers and tenants as may be required. Failure to comply and correct any such violation, will result in citations being issued. Citations require either a fine be paid or appearance before the Village Adjudicator to rule on violations.

## C. License Suspension or Revocation:

### 1. Suspension Procedures:

- a. A license may be suspended by the code official when a violation of applicable Village ordinances has been identified by the Community Development Department and the owner, managing agent, or property agent has been properly notified of the violation and given a period of time in which to correct the violation, but has failed to do so. A license may also be suspended by the code official when any information provided in the license application is determined by the code official to be false.
- b. When a license is suspended, the code official shall send notice to the property owner, managing agent, or property agent and the tenant at the last address provided on the most recent license application. Said notice shall be sent by certified mail, return receipt requested. The notice shall include the following:
  1. Description of the single family dwelling sufficient for identification;
  2. A statement of the reasons for the suspension;
  3. An explanation of the owner's right to appeal the suspension to the Village Administrator; and
  4. If the owner changes his/her/its address or changes the managing agent or property agent and fails to notify the Community Development Department, such notice shall be sufficient if sent by certified mail to the owner's, managing agent's, or property agent's last address provided on the last license application.
- c. An owner whose license has been suspended may request a re-inspection prior to revocation. If, upon re-inspection, the Community Development Department finds that the single family dwelling, in connection with the notice which was issued, is now in compliance with this article, then the code official may reinstate the suspended license upon payment of a \$75.00 reinstatement fee. The request for a re-inspection shall not stay the revocation of the license.
- d. Any owner whose license has been suspended shall be entitled to appeal said suspension to the Village Administrator by filing a written petition within twenty (20) days after the date of suspension. The code official shall transmit to the Village Administrator copies of all records and notices upon which the suspension is based. A hearing shall be scheduled as soon as practical upon receipt of a timely petition. The Village Administrator, in considering any such petition, may immediately revoke the license or continue the suspension to a definite compliance date. The penalty for noncompliance shall be revocation by the Village Administrator and/or prosecution of violations in the circuit court or administrative hearings and any fines and penalties imposed by said court or administrative hearing officer. The Village Administrator may dismiss the charges and reinstate the suspended license upon proof of compliance or lack of evidence of noncompliance. A \$75.00 reinstatement fee may be imposed after proof of compliance is shown.

### 2. Revocation Procedures:

- a. A license may be revoked by the Village Administrator when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension. A license may be revoked by the code official when, in the opinion of the code official, emergency conditions exist in a single family dwelling that requires the immediate vacating of a structure as specified in the International Property Maintenance Code.
- b. A license which has been properly revoked as herein provided shall not be reinstated. The owner may, however, obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license and the payment of appropriate fees as set forth in this article.

- c. If a license is revoked without having the opportunity of a suspension hearing, owner has the right to appeal that revocation. Said appeal shall conform to Section 10-14A-6 (C) (1) (d). Such an appeal shall not operate as a stay of revocation until such time as the Village Administrator renders a decision on the appeal, unless the code official grants a request for a stay upon a showing of good cause by the owner.
- d. Whenever a license is revoked, the code official shall send notice to the property owner, managing agent, or property agent at the last address provided on the most recent license application. Said notice shall be sent by certified mail, return receipt requested. The code official shall also notify all tenants of the single family dwelling by posting a notice on all entrances to the single family dwelling. The notice to the tenants shall include the following:
  1. You are hereby notified that the license for this single family dwelling has been revoked pursuant to Title 10, Chapter 14, Article A of the Village Code.
  2. You must vacate this single family dwelling within sixty (60) days of the date of this notice, except if said revocation is pursuant to a declaration of emergency condition by the Code Official. If emergency conditions exist, the notice to tenants shall provide for the immediate vacation of the single family dwelling.
  3. If you fail to vacate this single family dwelling, you will be in violation of Title 10, Chapter 14, Article A of the Village Code and subject to a minimum fine of \$100.00 and a maximum fine of \$1,000.00 for each day you remain in the single family dwelling in violation of this article.

**D. Enforcement Costs:**

If any court of competent jurisdiction finds that any owner, managing agent, or property agent has violated any provision(s) of this article, such court shall award to the Village all of the Village's costs related to the enforcement of this article, including, but not limited to, court costs, attorney fees, building inspection costs, and administrative costs.

## **Penalties & Exemptions**

**10-14A-7: PENALTY:**

- A. Any person, firm or corporation in violation of any of the provisions of this article, in addition to other legal and equitable remedies available to the Village shall, upon conviction thereof, be subject to fines of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each violation. Each day during which a violation of this article continues or is permitted to exist shall be considered a separate and distinct offense.
- B. Exemptions: This article shall not apply to the following properties:
  1. Single family dwellings which are owner occupied.
  2. Properties which are vacant and which are not intended to be rented;
  3. Hotels, motels, and other structures which rent rooms to occupants if such occupancy is transient only; and
  4. Properties and uses licensed and inspected by the State of Illinois, including, but not limited to, nursing homes, retirement communities and rest homes.

**C. Village Rights Retained:**

This article shall not be construed to impede in any way the right of the Village to inspect any property pursuant to any other provisions of the Village Code or to seek penalties for violations of other provisions of the Village Code.

## Fees and Fines Quick Reference Card

### Single family residential rental property operator license:

- Single family home/duplex/townhome—\$300.00 per year .
- Condo unit—\$200.00 per year.

### Single family residential rental property licensing late and/or incomplete application fee:

- \$25.00 assigned as of February 2nd of the licensing year.
- An additional \$25.00 on the 1st day of each month up to the maximum past due amount of \$300.00 annually.

### Re-inspection fee: (Subsequent to the initial licensing inspection and first re-inspection.)

- \$50.00 per hours, per inspector, with the minimum charge for any re-inspection being \$75.00.
- The re-inspection fee applies if:
  - No one present or inspector refused access at the time of the scheduled inspection.
  - Conditions exist that prohibit the inspector from completing the inspection.
  - Failure to cancel by 3:00 PM on the business day before the inspection.
- The re-inspection fee applies if, at the time of renewal, the landlord/manager failed to schedule a required re-inspection prior to the renewal.

### Suspension / Revocation reinstatement fee:

- When a license has been suspended, upon finding the property to be in compliance, it may be reinstated upon payment of a \$75.00 reinstatement fee.
- Reinstatement of a properly revoked license is prohibited, however, the owner may obtain a new license after the application process for a new license and payment of all required license fees.

### Fines for violation of Title 10, Chapter 14, Article A of the Village Code:

- Violators are subject to a minimum fine of \$100.00 and a maximum fine of \$1,000.00 for each day a violation exists.
- Violators may appear in the court of competent jurisdiction and, upon finding of liable or guilt, are subject to additional court costs.

## Ordinance Definitions

### 10-14A-1 DEFINITIONS:

Words or phrases as used in this article and not herein defined shall be defined as provided by the current edition of the International Property Maintenance Code, International Residential Code, National Electrical Code, and the Illinois State Plumbing Code, as adopted and amended by the Village.

**ABANDONED VEHICLE:** All motor vehicles or other vehicles in a state of disrepair which renders the vehicle incapable of being driven in its condition; or any motor vehicle or other vehicle that has not been moved or used for seven (7) consecutive days or more and is apparently deserted.

**CODE OFFICIAL:** The Director of Community Development or his/her designee.

**COMMON AREAS (EXTERIOR):** The private roads and streets and private sidewalks adjacent thereto, landscaping, retaining walls, detention ponds, utility facilities, trash receptacles and enclosures, playground equipment, swimming pools, tennis courts, basketball courts or any other recreational facilities, trail areas, parking areas, private drives, detached garages, lighting fixtures, signage, mailboxes, street benches, entrance monuments, perimeter fencing and such other improvements or structures from time to time or at any time located or constructed on a common area.

**COMMON AREAS (INTERIOR):** Any portion or part thereof of a multiple-family dwelling having communal areas (laundry, furnace, storage rooms, hallways, stairways, meeting rooms) and all other areas located within a dwelling, outside of a dwelling unit. Interior common areas shall also include stoops, entrance doors, roofs, attics, balconies, lighting fixtures, signage, railings, patios, storage areas, garages, exterior building surfaces, gutters and downspouts and any area of a multiple-family dwelling or building to which the owner is directly responsible for the proper maintenance thereof. Nothing herein shall be construed to permit or authorize the entrance into or access to the interior of the individual units which are occupied.

**DWELLING:** A building that contains one or more dwelling units used, intended, or designed to be used, rented, or leased for living purposes.

**DWELLING UNIT:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**MANAGING AGENT:** Any person or firm, acting for another, with authority to rent, manage and make expenditures.

**MULTIPLE-FAMILY DWELLING:** One or more residential buildings, designed and built as a group of individual dwelling units, which contain three (3) or more dwelling units per building and contain either or both interior and exterior common areas as defined in this section. Each building that is separated by another building by virtue of a firewall or fire separation assembly, and has its own address and individual, ground level, outside entrance shall be considered a separate building.

**OCCUPANCY/OCCUPANT:** Any natural person living and sleeping in a dwelling unit designated as his primary residence, or any natural person having actual possession or control of such dwelling or rooming unit.

**OPERATOR:** Any person who has charge, care, control or management of a dwelling or dwelling unit.

**OWNER:** Any person who, alone, jointly, or severally with others, has legal title to any dwelling or dwelling unit, with or without actual possession thereof; or who has charge, care or control of any dwelling or dwelling unit, owner, or other person; or is an executor, administrator, trustee or guardian of the estate of the owner; is a mortgagee in possession, or is a senior officer of a trustee of the association of unit owners of a condominium or homeowners' association. Any person thus representing the actual owner shall be bound to comply with the provisions of this article, and the rules and regulations pursuant thereto, to the same extent as if he were the owner. The term owner shall also mean any managing agent, property agent, or any condominium or homeowners' association having the charge, care or control of any common area which part of the dwelling or dwelling unit.

**PROPERTY:** Any real property, including its land and that which is affixed, incidental, or pertinent to land, including but not limited to, any premises, room, house, building, or structure, or any separate part or portion thereof, whether occupied or leased for residential purposes, owned, leased or used for commercial purposes, whether under written or oral agreement.

**PROPERTY AGENT:** A person, operator, firm, partnership, corporation, or other legal entity designated in writing by the owner to the Director of Community Development to be responsible for compliance with property maintenance of a single family dwelling or a multi-family dwelling, and authorized to receive any notices or citations.

**RENTAL OR LEASE AGREEMENT:** All written and oral agreements of whatever duration, which embody the terms and conditions of the use and occupancy of a dwelling or dwelling unit.

**RENTAL RESIDENTIAL PROPERTY:** Residential structures or dwelling units, not owner occupied, intended to be rented or leased, including single family detached structures containing only one dwelling unit, condominium units, townhouse units, duplexes, and Multiple-Family Dwelling residential structures which are intended to be used as a home, residence or sleeping place by one or more persons that maintain a household, together with all land, appurtenances, buildings and common areas, whether rented or leased, with or without compensation, to tenants, including family members.

**SINGLE FAMILY DWELLING:** Single family detached structures containing only one dwelling unit, condominium units, townhouse units, and duplexes which are not owner occupied and intended to be rented or leased, and intended to be used as a home, residence or sleeping place by one or more persons that maintain a household, together with all land, appurtenances, buildings and common areas, whether rented or leased, with or without compensation, to tenants, including family members.



# Chapter 2

## The Nuisances Ordinance and Other Related Ordinances

The Village passed the “Nuisances Ordinance” in the best interest of the public as it is necessary and desirable to protect the health, safety and welfare of that public. The Glendale Heights Police Department responds to numerous calls for service to private homes, rental properties, commercial and industrial locations throughout the year. Code Officials also respond to these areas on various code enforcement issues. A primary aspect of these services is crime prevention. When police officers and inspectors are repeatedly summoned to an address for nuisance complaints, valuable resources are taxed. The Nuisances Ordinance was also passed in an effort to alleviate some of the strain on public services. It ensures property owners take appropriate action when property under their control becomes a chronic nuisance property as defined in the ordinance. In addition to the language of the Nuisances Ordinance, a few of the many ordinances that have resulted in enforcement of the regulations in the Nuisances Ordinance have been provided.

Landlords and managers who proactively respond to notification that their property has become a chronic nuisance property can protect their investments and help tenants avoid reoccurring nuisance activities. The Nuisances Ordinance enables the Police Department and Community Development to keep landlords and managers advised of nuisance incidents that are related to their rental properties and, when necessary, take enforcement action. In addition to fines resulting from nuisance activities, the activities identified as nuisances under the guidelines of the law are required to be abated. When landlords and managers fail to act within the law to take the appropriate action to abate nuisance activities at their property, it could result in the Village abating the nuisance at the expense of the property owner.

This chapter provides landlords and managers with the language adopted by the Village in the Nuisances Ordinance. Changes adopted by the Village in 2016 to the language in the Nuisances Ordinance include terminology that may be unfamiliar to landlords and managers. To assist in the review of this chapter, the ordinance’s definitions are provided first. Chapter 2 also provides additional information related to the enforcement process involved when nuisance activities are identified.

# Nuisance Ordinance

## 5-2-1: DEFINITIONS:

The following words, terms and phrases, when used in this Chapter, shall have the meaning(s) ascribed to them in this Section, except where the context clearly indicates a different meaning:

**Chief of Police** means the Chief of Police of the Village of Glendale Heights or his/her designee.

**Chronic nuisance property** means any property located within the Village upon which three (3) or more nuisance activities within a six (6) month period have occurred as a result of separate factual events that have either (1) been independently investigated and verified by any law enforcement agency and/or the Village's Community Development Department, or (2) for which citations or criminal complaints for offenses defined as a nuisance activity occurring within a six (6) month period have been adjudicated with findings of liable or findings of guilty having been entered either by a Village of Glendale Heights Administrative Hearing Officer or by a court of competent jurisdiction.

**Contact** includes any communication made by a tenant, landlord, guest, neighbor, or other individual to police or other emergency services.

**Control** means the ability or legal duty to regulate, restrain, dominate, counteract, or govern conduct that occurs on that property either directly or by intervention of any governmental authority or by virtue of parent/child relationship or guardian/ward relationship. For all purposes of this Chapter, a parent or guardian shall be conclusively deemed to have control over his or her respective child or ward, as the case may be.

**Disability** means, with respect to a person:

1. A physical or mental impairment, which substantially limits one or more of such person's major life activities;
2. A record of having such an impairment; or
3. Being regarded as having such an impairment, but such term does not include current illegal use of, or addiction to, a controlled substance as defined in the Federal Controlled Substance Act, 21 U.S.C. 802.

**Domestic Violence** means "abuse as defined in Section 103 of the Illinois Domestic Violence Act of 1986 by a "family or household member" as defined in Section 103 of the Illinois Domestic Violence Act of 1986. 750 ILCS 60/Article I, et seq.

**Dwelling** A building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

**Dwelling Unit** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Landlord** means the owner of a building or the owner's agent with regard to matters concerning landlord's leasing of a dwelling.



**Nuisance activities** mean any of the following building code violations, property maintenance code violations, ordinance violations or criminal activities, behavior or conduct, as defined by state law or similar provisions of the Village Code of Ordinances of the Village of Glendale Heights:

1. Disorderly conduct, as defined in 720 ILCS 5/26-1 or Title 6, Chapter 6, Article A, Section 6-6A-3 of the Village Code of Ordinances of the Village of Glendale Heights;
2. Unlawful use of weapons, as defined in 720 ILCS 5/24-1 et seq, or Title 6, Chapter 6, Article D, Section 6-6D-1 of the Village Code of Ordinances of the Village of Glendale Heights;
3. Mob action, as defined in 720 ILCS 5/25-1 or Title 6, Chapter 6, Article A, Section 6-6A-7 of the Village Code of Ordinances of the Village of Glendale Heights;
4. Discharge of a firearm, as defined in 720 ILCS 5/24-1.2 and 1.5, or Title 6, Chapter 6, Article D, Section 6-6D-4 of the Village Code of Ordinances of the Village of Glendale Heights;
5. Gambling, as defined by 720 ILCS 5/28-1, or Title 6, Chapter 6, Article C, Section 6-6C-1 of the Village Code of Ordinances of the Village of Glendale Heights;
6. Possession, manufacture, or delivery of controlled substances, as defined by 720 ILCS 570/401 et seq. or Title 6, Chapter 6, Article C, Section 6-6C-5 of the Village Code of Ordinances of the Village of Glendale Heights;
7. Public indecency, as defined by 720 ILCS 5/11-30 or Title 6, Chapter 6, Article C, Section 6-6C-2 of the Village Code of Ordinances of the Village of Glendale Heights;
8. Assault, as defined in 720 ILCS 5/12-1 or Title 6, Chapter 6, Article A, Section 6-6A-1 of the Village Code of Ordinances of the Village of Glendale Heights;
9. Aggravated assault, as defined in 720 ILCS 5/12-2;
10. Battery, as defined in 720 ILCS 5/12-3 or Title 6, Chapter 6, Article A, Section 6-6A-2 of the Village Code of Ordinances of the Village of Glendale Heights;
11. Aggravated battery, as defined in 720 ILCS 5/12-3.05;
12. Reckless conduct, as defined in 720 ILCS 5/12-5;
13. Hate crime, as defined in 720 ILCS 5/12-7.1;
14. Sexual abuse or related offense, as defined in 720 ILCS 5/11-1.50 or 720 ILCS 5/11-1.60;
15. Prostitution, as defined in 720 ILCS 5/11-14 et seq., or Lewdness Public Nuisance act, as defined in 740 ILCS 105/0.01 et seq.;
16. Criminal damage to property, as defined in 720 ILCS 5/21-1 et seq. or Title 6, Chapter 6, Article B, Section 6-6B-2 of the Village Code of Ordinances of the Village of Glendale Heights;
17. Possession, cultivation, manufacture, or delivery of cannabis, as defined in 720 ILCS 550/1 et seq. or Title 6, Chapter 6, Article D, Section 6-6C-5 of the Village Code of Ordinances of the Village of Glendale Heights,;

18. Illegal consumption or possession of alcohol by a person under the age of twenty-one (21) years, as defined in 235 ILCS 5/1 et seq, or Title 4, Chapter 3, Section 4-3-30 of the Village Code of Ordinances of the Village of Glendale Heights;
19. Criminal housing management, as defined in 720 ILCS 5/12-5.1;
20. Nuisance, as defined in 720 ILCS 5/37-1;
21. Two (2) or more separate violations of the Village's Building Code, Title 10, Chapter 2, et seq., or Property Maintenance Code, Title 10, Chapter 9, et seq., of the Village Code of Ordinances of the Village of Glendale Heights, which continue after a disposition by a finding of guilty by the Circuit Court of Du Page County for those violations, or similar finding of liability by the Village Administrative Hearing Officer.

**Owner** means any person, partnership, land trust, or corporation having any legal or equitable interest in the property. In addition, Owner includes, but is not limited to:

1. A mortgagee in possession in whom is vested:
  - a. All or part of the legal title to the property.
  - b. All or part of the beneficial ownership and the rights to the present use and enjoyment of the premises.
2. An occupant who can control what occurs on the property.
3. Any person acting as an agent of an owner as defined herein.

**Permit** means to suffer, allow, consent to, acquiesce by failure to prevent, or attempt to prevent, or expressly assent or agree to the doing of an act.

**Person** means any natural person, association, partnership, corporation, or other entity capable of owning, occupying, or using property in the Village.

**Person in charge** means any person in actual or constructive possession of a property, including but not limited to, an owner, property manager, tenant or occupant of the property in question under his or her ownership or control.

**Property means** any real property, including its land and that which is affixed, incidental, or pertinent to land, including but not limited to, any premises, room, house, building, or structure, or any separate part or portion thereof, whether occupied or leased for residential purposes, owned, leased or used for commercial purposes, whether under written or oral agreement.

**Rental or Lease Agreement** means all written and oral agreements of whatever duration, which embody the terms and conditions of the use and occupancy of a residential dwelling unit or commercial property.

**Rental Residential Property** means residential structures or dwelling units, not owner occupied, intended to be rented or leased, including single-family detached structures containing only one dwelling unit, condominium units, townhouse units, and Multiple-Family Dwelling residential structures and intended to be used as a home, residence or sleeping place by one or more persons who maintain a household, together with all land, appurtenances, buildings and common areas whether rented or leased with or without compensation, to tenants, including family members.

**Shall** means mandatory and not merely directory or permissive.

**Sexual Violence** has the meaning provided under Section 10 of the Safe Homes Act. 765 ILCS 750/10

**Tenant** means a person who has entered into an oral or written lease with a landlord whereby the person is the lessee under the lease, or otherwise entitled to possession of the property whether or not payment is provided for the tenancy.

**Village** means the Village of Glendale Heights, Du Page County, Illinois.

**Village Code** means the Village Code of Ordinances of the Village of Glendale Heights, from time to time in effect, including all codes adopted by specific reference.

### **5-2-2: VIOLATION:**

- A. Chronic nuisance property is hereby declared to be a public nuisance.
- B. It shall be unlawful for any person to allow or permit property within the Village to become or remain a chronic nuisance property in violation of this Chapter.
- C. It shall be unlawful for any landlord(s), manager(s) or person(s) in charge, or tenant in possession to:
  - 1. Encourage, aid, abet or permit a property to become a chronic nuisance property; or
  - 2. Allow a property to continue as a chronic nuisance property after receipt of notice to abate the nuisance activity.
- D. Each day that a violation of this Section continues shall be considered a separate and distinct offense.
- E. The owner(s), manager(s) or other persons in charge of the property, or tenant(s) in possession thereof may raise any affirmative defense delineated in Section 5-2-8 of this Chapter.
- F. This Ordinance is not intended to deter those persons in need of Police, Fire, Paramedic or other public services from calling for those services.

### **5-2-3: COMPLAINTS OF NUISANCE ACTIVITY; REVIEW:**

Whenever the Chief of Police of the Village receives any combination of three (3) or more police reports documenting the occurrence of nuisance activity, as set forth in Section 5-2-1J (1) through 5-2-1J (20), or Community Development Department reports documenting the occurrence of nuisance activity, as provided in Section 5-2-1J (21) within a six (6) month period, on or within a property, the Chief of Police, or his/her designee, shall independently review such reports and any other relevant facts or evidence to determine whether nuisance activity or other prohibited conduct, as provided in Section 5-2-1J of this Chapter, has occurred at or on the property in question. Upon a determination by the Chief of Police, or his/her designee, that the complained of activity(s) has occurred, the Chief of Police may initiate those procedures for addressing chronic nuisance property, as detailed in Section 5-2-4 of this Chapter.

## Nuisance Activity Incidents

Officers in the Police Department responding to calls for service are required to file reports. This includes responses to rental properties. Officers monitor the number and types of activities requiring police intervention. Under Section 5-2-3 incidents are forwarded to the Chief of Police (or his designee). The Chief reviews reports and, upon determining nuisance activity or other prohibited conduct occurred, may take action as established in Section 5-2-4. More information about the Police Department is available at the Village website:



<http://glendaleheights.org/police/>

### **5-2-4: PROCEDURE FOR ADDRESSING POTENTIAL CHRONIC NUISANCE PROPERTY:**

- A. Following the independent review, as set forth in Section 5-2-3, if the Chief of Police or his designee concludes that the nuisance activities have occurred, the Chief of Police shall notify the owner(s), manager(s), person(s) in charge, and, in the event, the property is leased property, the tenant, in writing that the property in question is in danger of becoming a chronic nuisance property. Such notice shall be provided by either personal delivery, first class mail postage prepaid or by certified mail return receipt requested. If service is by regular or certified mail, service shall be deemed complete three (3) days after mailing. In the event the property is Rental Residential Property, notice shall be served upon the landlord or manager at the address provided in the license application provided by Title 10, Chapter 14, Section 10-14A-3 or if a Multiple-Family Dwelling, Title 10, Chapter 14, Section 10-14B-3 of the Village Code of Ordinances of the Village of Glendale Heights.

The notice shall contain substantially the following information:

1. The street address or a legal description sufficient for identification of the potential nuisance property.
2. A statement that the Chief of Police has information that the property may be a chronic nuisance property or a potential chronic nuisance property as defined by this Chapter, with a concise description of the criminal activity(s) or nuisance activity(s) that may exist, or that has occurred and why the Chief of Police believes the property may be determined to be a chronic nuisance property or a potential chronic nuisance property.
3. A statement that the owner, manager(s) or person(s) in charge and, in the event the property is a leased property, the tenant(s) or other designee may, within five (5) days of issuance of the notice, respond and request a meeting with the Chief of Police or his designee.
4. That the owner(s), manager(s) or other persons in charge of the property, tenant(s) in possession thereof may raise any affirmative defense delineated in Section 5-2-8 of this Chapter.
5. This Ordinance is not intended to deter those persons in need of Police, Fire or Paramedic services from calling for those services.

## Criminal and Nuisance Incident Notification

The Chief (or his designee) reviews the incidents and sends notice of qualifying incidents to owners and/or managers of the affected property. A copy of the notice will be sent to the rental property to allow tenants the opportunity to review the situation with the landlord and/or manager. That notification also advises property managers to inform tenants that management has been made aware and warn against any additional nuisance activities.

These notices allow for landlords, managers and tenants to respond and request a meeting with the Police Department to discuss the activities resulting in the notice being sent. In the event of a meeting, the Police Department and the related parties will partner to abate the nuisance activities in accordance with Section 5-2-4 (B).

GLENDALE HEIGHTS POLICE DEPARTMENT  
RENTAL PROPERTY  
CRIME PREVENTION PARTNERSHIP PROGRAM  
INCIDENT NOTICE

Date of Incident: \_\_\_\_\_ Type of Incident: \_\_\_\_\_ Case number: \_\_\_\_\_

The incident involved one or the following:  
 Level Party  Temporary Unwanted Entry  Trash/ODP  
 Noise complaint  Domestic Incident  Drug Activity  
 Disturbance  On-Off Behavior

The following is additional information about the incident that we are able to provide to you. Additional information about the incident or a copy of the police report may be available at the Glendale Heights Police Department, in accordance with the Freedom of Information Act and Department policy. Please contact the Department's Records Section at 630-260-6570 for more information about obtaining a police report.

A copy of this informational letter will be sent to the Village's Community Development Department, Rental Property Crime Prevention Partnership Program. Please contact me if you have any questions about this notification. Thank you for your cooperation.

Detective Greg Giese  
Glendale Heights Police Department  
Crime Prevention Rental Hearing Office  
630-260-2448

Detective Dennis King  
Glendale Heights Police Department  
Crime Prevention Rental Hearing Office  
630-260-2429

- B. At the meeting between the Chief of Police or his/her designee and the parties notified, the Chief of Police may request that the owner, manager(s), person(s) in charge or his or her or its tenant(s), in the case of rental property, implement a reasonable abatement plan designed to alleviate and prevent future occurrences of criminal activity or nuisance activity upon the property. The mitigation or abatement plan shall be in writing and shall be reasonable under the circumstances in its objective, cost and scope, and shall be implemented within thirty (30) days of the meeting with the Chief of Police or such longer period if not practically feasible to do so within thirty (30) days. The Chief of Police shall, within ten (10) days after the conclusion of the meeting, make written Findings of Fact and Conclusions, with respect to the complaints received and reviewed, and the proposed remedial action to be taken by the owner(s), manager(s), or other person(s) in charge or in possession of the property, as recommended by the Chief of Police. Such report shall note whether such remedial action was consented to by the parties attending such meeting.

If the criminal activity or nuisance activity complained of has or is being committed, facilitated or permitted by a tenant leasing the property, and such activity is a violation of the material terms of a lease agreement, and if the owner, manager(s), or person(s) in charge commences an action for eviction, in good faith, the Village may reasonably assist in the eviction action by cooperating with the owner, manager(s) or person(s) in charge of the property, including, but not limited to, providing law enforcement officers or other municipal employees as witnesses regarding the nuisance activity if relevant.

1. Under the Crime Prevention Partnership Lease Addendum, the owner or owner's agent must generally advise prospective tenants of the Crime Prevention Partnership Program, and have a signed lease for the rental of the property which identifies all tenants eighteen (18) years of age or older; include a provision in the lease requiring written notice of any guests who will be temporarily residing at the rental property more than seven (7) consecutive days; and inform each tenant in writing of the maximum occupancy restrictions for the property; and have all adult tenants sign the Crime Prevention Partnership Lease Addendum. Upon request of a police or code enforcement official, it shall be a violation of this Chapter for the owner or owner's agent to fail to provide a copy of the signed Crime Prevention Partnership Lease Addendum.
2. The Crime Prevention Partnership Lease Addendum shall provide in words and phrases, similar to those delineated below, that the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household:
  - a. Shall not engage in any criminal activity or violation of municipal codes or ordinances or any other violations of local, state or federal law on or near the rental unit, common areas or appurtenances;

- b. Shall not engage in any act intended to facilitate any violation of local municipal ordinances or codes or any other violations as defined by local state or federal law and/or obstruction or resistance of law enforcement efforts against criminal activity on or near the rental unit, common areas or appurtenances;
- c. Shall not permit on or near the rental unit, common areas or appurtenances to be used for or to facilitate any violations of local municipal ordinances or codes or any other violation of local, state or federal law;
- d. Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant, or his/her household, violate any provisions stated herein on or near the rental unit, common areas or appurtenance, such a violation shall constitute a material noncompliance with the lease and shall further constitute grounds for termination of tenancy and eviction.
- e. That the owner(s), manager(s) or other persons in charge of the property, tenant(s) in possession thereof may raise any affirmative defense delineated in Section 5-2-8 of this Chapter.
- f. This Ordinance is not intended to deter those persons in need of Police, Fire or Paramedic services from calling for those services.

### Lease Addendum Requirement



Pursuant to language set forth in Section 5-2-4 (B), the Lease Addendum used prior to 2017 may no longer be utilized. Language established in the Nuisances ordinance requires the information in Section 5-2-4 (B) to be included as part of the required lease addendum.

As previously indicated in this manual, the Village requirement to utilize this addendum language has been extended to January 1, 2018. After that date, landlords and managers must have implemented the language or be subject to fines and penalties.

- C. If, after complying with the procedures of paragraph A of this Section and within six (6) months from the date of the first confirmed case of criminal activity or nuisance activity after the meeting, the Chief of Police receives a report documenting the occurrence of a fourth or subsequent instance of criminal activity or nuisance activity upon the property, the property may be declared a chronic nuisance property.
- D. It shall be a violation of this Chapter for:
  - 1. The owner, manager(s), person(s) in charge of the property in question fail to implement, within sixty (60) days of the meeting with the Chief of Police or such other reasonable amount of time under the circumstances, a reasonable mitigation or abatement plan, as requested by the Chief of Police.
- E. When any party affected by this Chapter responds to and meets with the Chief of Police, as set forth in Section 5-2-4 (B), no statements made by that person in the meeting with the Chief of Police shall constitute an admission or be used in any judicial or quasi-judicial proceeding as an admission that any nuisance activity has or is occurring at or on the property. This subsection E shall not require the exclusion of any other evidence, otherwise admissible and offered for a purpose other than an admission against interest by that person making the statement.

## 5-2-5: ABATEMENT; ADMINISTRATIVE HEARING:

- A. The Village may commence an action before the Village's Administrative Hearing Officer for a determination that the property is a chronic nuisance property pursuant to Section 5-2-4. At any hearing before the Village Administrative Hearing Officer to determine whether the property in question is a chronic nuisance property, which hearing shall be conducted pursuant to the provisions and procedures of Title 1, Chapter 4, Article A, of Village Code of Ordinances of the Village of Glendale Heights, the Village shall have the initial burden of proof to show, by a preponderance of the evidence, that the property in question is a chronic nuisance property. Notice of the hearing shall be provided to owner(s), manager(s), person(s) in charge, and, in the event, the property is leased property, the tenants who may be adversely affected by a decision declaring the property a chronic nuisance property.

PLAINTIFF:  
Village of Glendale Heights 7298

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Case Number: \_\_\_\_\_

AN ADJUDICATORY HEARING  
WILL BE HELD ON: \_\_\_\_\_

FAILURE TO COMPLY OR APPEAR WILL RESULT IN THE IMPOSITION OF A JUDGEMENT  
DEFENDANT READ REVEREND SIDES CAREFULLY

### Criminal and Nuisance Incident Notification

When the Police Department commences action before the Village's Administrative Hearing Officer, citations for violation of Section 5-2-2, permitting or maintaining the existence of a chronic nuisance property will be issued by Community Development. When citations are issued, the defendant identified in the complaint may pay the applicable fine or appear before the Village Adjudicator for a hearing to determine liability. Defendants adjudicated as liable are subject to additional court costs. Corporations and LLC's are required to have attorney representation, if choosing to appear in court. In accordance with the law, the Adjudicator's ruling may be appealed in the Circuit Court.

The Village's representative shall present evidence in support of its claim that the property is a chronic nuisance property. The landlord(s), manager(s) or tenant(s) in possession, if a leased property, or person(s) in charge or that person's representative or attorney on behalf of the responding party shall be permitted to rebut such evidence.

No continuances shall be authorized by the Administrative Hearing Officer in proceedings under this Chapter unless for good cause shown or except where a continuance is absolutely necessary to protect the rights of any party to the proceeding. Lack of preparedness shall not be grounds for a continuance.

The Administrative Hearing Officer may, at the request of either party, direct witnesses to appear and give testimony at the hearing. The formal rules of evidence will not apply at the hearing and hearsay evidence including police reports shall be admissible only if it is the type commonly relied upon by reasonable, prudent persons in the conduct of their affairs or is otherwise admissible under the Administrative Adjudication Ordinance of the Village.

At the conclusion of the hearing, the Administrative Hearing Officer shall make a determination on the basis of the evidence presented at the hearing, whether or not a violation(s) exists or existed and whether or not the property is a chronic nuisance property. The determination shall be in writing and shall be designated as the Findings, Decision, and Order. The Administrative Hearing Officer's decision shall be final and binding, except that, the provisions of the Illinois Administrative Review Law shall apply with respect to judicial review of the Administrative Hearing Officer's Findings, Decision and Order. The Findings, Decision, and Order shall include the Administrative Hearing Officer's findings of fact, a decision whether or not a violation(s) exists, a determination as to whether the property in question is or is not a chronic nuisance property based upon the findings of fact, and any monetary fine or other appropriate sanction imposed against the person(s) in charge/manager(s)/owner (s)/tenant(s) or occupant(s), as specified in subsection B below, or dismissing the case in the event a violation is not proved. A copy of the Findings, Decision, and Order shall be served upon the person in charge, owner, or tenant or occupant, within fourteen (14) business days of the date of the hearing.



- B. If the Administrative Hearing Officer makes a finding that a property was, or is, a chronic nuisance property, the Administrative Hearing Officer may fine the party(s) responsible for the violation, for each violation of this Chapter. Each day a nuisance activity occurs or continues shall be considered a separate and distinct violation for purposes of determining a property to be a chronic nuisance property. The Administrative Hearing Officer may, in his or her discretion, impose such a fine for each day the nuisance activity goes unabated. No person shall be found in violation of this Section unless the Village proves the violation by a preponderance of the evidence.

#### **5-2-6: ALTERNATIVE ENFORCEMENT:**

- A. Nuisance Abatement. The Village, as an alternative to Administrative Adjudication, may commence an action in the Circuit Court of Du Page County for a determination that the property is a chronic nuisance property and/or to abate the chronic nuisance.

Upon being satisfied by affidavits or other sworn evidence that an alleged chronic nuisance property exists, the court may, without notice or bond, enter a temporary restraining order or a preliminary injunction or permanent injunction to enjoin any defendant from maintaining such chronic nuisance property and may enter an order restraining any defendant named from occupying, using or interfering with all property used in connection with the chronic nuisance property.

### 18th Judicial Circuit Court

When the Police Department commences action in the 18th Judicial Circuit Court located in Wheaton, a complaint of violation of Section 5-2-2, permitting or maintaining the existence of a chronic nuisance property will be issued by the Village Prosecutor. In such a case the fate of the defendant is in the hands of a Circuit Court Judge. Unlike the Adjudicator who can assess fines, the Circuit Court Judge can take additional action to fines as set forth in 5-2-6 (C), (D) and (E).



- B. Commencement of action, burden of proof.

- (1) In an action seeking closure of a chronic nuisance property, the Village shall have the initial burden of showing by a preponderance of the evidence that the property is a chronic nuisance property.
- (2) In establishing the amount of any civil penalty or other relief requested, the court may consider any of the following factors, if they are found appropriate, and shall cite those found applicable:
  - a. The actions or lack of action taken by the owner or person(s) in charge to mitigate or correct the nuisance activity at the property;
  - b. Whether the criminal activity or nuisance activity at the property was repeated or continuous;
  - c. The magnitude or gravity of the criminal activity or nuisance activity at the property;
  - d. The cooperation of the owner or person(s) in charge of the property with the Village to correct the offending condition or abate the nuisance;
  - e. Whether the owner or property manager, in the event of rental or leased property, has required the tenant(s) to sign a “Crime Prevention Partnership Lease Addendum”;
  - f. Whether the landlord(s) or property manager, in the event of rental or leased property, have reviewed and verified that they understand the Village Crime Prevention Partnership Manual; and
  - g. The cost to the Village of investigating and correcting or attempting to correct the condition.



C. Remedy:

- (1) In the event a court determines a property to be a chronic nuisance property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than thirty (30) days, but not more than one hundred eighty (180) days or until the nuisance activity(s) or violation(s) complained of is abated. In addition, the court may employ any other remedy deemed by it appropriate to permanently abate the nuisance, including the entry of a permanent injunction enjoining any tenants, co-tenants, and/or occupants responsible or partially responsible for the property becoming a chronic nuisance property from future use, occupancy of or presence at or upon the property.
  - (2) In addition to the remedy provided in subparagraph (a) above, the court may impose upon the owner (s), manager(s), person(s) in charge and/or tenant(s) or occupant(s) of the property in question a civil penalty payable to the Village of Glendale Heights, for each day the owner(s), person(s) in charge and/or tenant(s) or occupant(s) had actual knowledge that the property was a chronic nuisance property and permitted the property to remain a chronic nuisance property.
  - (3) In determining what remedy or remedies to employ, the court may consider evidence of other conduct, which has occurred on the property, including, but not limited to:
    - (a) The disturbance of neighbors;
    - (b) The occurrence of other criminal activity or nuisance activity at, on or from the property;
    - (c) The property's general reputation for criminal or nuisance activity and/or the reputation of persons residing at or frequenting the property;
    - (d) Physical damage to the property in question or surrounding properties;
    - (e) Any hazard posed to any occupant of the property or adjoining property occupant or owner resulting from the physical condition of the property in question or its structures.
- D. The court may authorize the Village to physically secure the property against use or occupancy in the event the owner or person in charge of the property fails to do so within the time specified by the court. In the event that the Village is authorized to secure the property, all costs reasonably incurred by the Village to effect the closure shall be made and assessed as a lien against the property and shall be a debt due and owing the Village. As used herein, "costs" mean those costs actually incurred by the Village for the physical securing of the property.
- E. The Village Community Development Department employee effecting the closure shall prepare a statement of costs incurred, and the Village shall thereafter submit said statement to the court for its review. If no objection of the statement is made within the period described by the court, a lien in said amount shall be recorded against the property.
- F. Any person who is assessed the cost of closure and/or civil penalty by the court shall be personally liable for the payment thereof to the Village.
- G. The entry of such an order or injunction against a tenant shall not constitute a defense to nor an excuse of the obligation to pay rent by such tenant during the effective period of such order or injunction.

**5-2-7: CHRONIC NUISANCE LOCATED AT MULTI-FAMILY DWELLING RENTAL RESIDENTIAL PROPERTY:**

In the event any chronic nuisance property is a Multi-Family Dwelling rental residential property, any order entered by the court to abate the nuisance or otherwise vacate the property shall, in the discretion of the court, be limited in scope as to apply only to the individual rental unit or person(s) in charge or tenant (s) or occupants of that unit forming the basis for a finding that the property is a chronic nuisance property.

### ***Illinois Law Exempts Certain Contacts from Nuisance Ordinance Incident Review***

*It is important to note that Police incidents related to domestic problems and mental health issues are not included in the enforcement of the Nuisances ordinance. Landlords, managers and tenants should be familiar with the full state statute. See the full language for 65 ILCS 5/1-2-1.5 at the Illinois General Assembly website:*

<http://ilga.gov/legislation/ilcs/documents/006500050K1-2-1.5.htm>

*Section 5-2-8 (A) includes language which complies with the requirements established by the Legislature. These types of situations do need to be addressed, but other resources should be engaged by the involved parties.*

#### **5-2-8: AFFIRMATIVE DEFENSES:**

A. Tenants and Landlords shall not be penalized under this Chapter based on:

1. Contact made to police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence, or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
2. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
3. Nuisance activities occurring in the dwelling unit or on the premises that is directly relating to domestic violence, dating violence, sexual violence, engaged in by a member of a tenant's or lessee's household or any guest or other person under the tenant's, lessee's or household member's control, and against the tenant, lessee, or household member.
4. It shall be an affirmative defense by the landlord of rental or leased property to an action seeking the closure of a chronic nuisance property that the owner of the property, manager(s) or person(s) in charge, at the time in question, could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct of tenants or others in possession leading to the findings that the property is a chronic nuisance property, or could not, in spite of the exercise of reasonable care and diligence, obtain an order for possession of the property, pursuant to the provisions of the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.).

B. Nothing with respect to this Section:

1. Limits enforcement of 50 ILCS 750/15.2 against any person calling the number "911" for the purpose of making a false alarm or complaint and reporting false information, from being charged with Disorderly Conduct as defined in 720 ILCS 5/26-1 or Title 6, Chapter 6, Article A, Section 6-6A-3 of the of Village Code of Ordinances of the Village of Glendale Heights, or
2. Prohibits claims made pursuant to 735 ILCS 5/9-101 et seq., of the Forcible Entry and Detainer Statute, except where the tenant, lessee, or household member who was the victim of domestic violence, sexual violence, stalking, or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises; or
3. Prohibits the Village from enacting or enforcing ordinances to impose penalties on the basis of the underlying criminal activity or local ordinance violation not covered by paragraph (1) of this Section and to the extent otherwise permitted by existing State and federal law; or
4. Shall prevent the landlord or Village from seeking possession solely against a tenant, household member, or lessee of the premises who perpetrated the domestic violence, sexual violence, or other criminal activity; or

5. Shall prevent the landlord or Village from seeking possession against a tenant, lessee or household member who is a victim of domestic violence, dating violence, and stalking, sexual violence or has a disability, if that tenant, lessee, or household member has committed the nuisance activity on which the demand for possession is based.

C. A landlord shall have the power to bar the presence of a person from the premises owned by the landlord who is not a tenant or lessee or who is not a member of the tenant's or lessees' household. A landlord bars a person from the premises by providing written notice to the tenant or lessee that the person is no longer allowed on the premises. That notice shall state that if the tenant invites the barred person onto any portion of the premises, then the landlord may treat this as a breach of the lease, whether or not this provision is contained in the lease. Subject to paragraph (2) of subsection B, the landlord may evict the tenant.

D. Further, a landlord may give notice to a person that the person is barred from the premises owned by the landlord. A person has received notice from the landlord within the meaning of this subsection if he has been notified personally, either orally or in writing including a valid court order of protection, as defined by subsection (7) of 725 ILCS 5/112A-3(7) of the Code of Criminal Procedure of 1963 granting exclusive possession as the remedy (2) of subsection (b) of 725 ILCS 5/112A-14(b) of that Code, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof. Any person entering the landlord's premises after such notice has been given shall be guilty of criminal trespass to real property as set forth in 720 ILCS 5/21-3 of the Criminal Code of 2012, or Title 6, Chapter 6, Article B, Section 6-6B-1 of the Village Code of Ordinances of the Village of Glendale Heights, or;

After notice has been given, an invitation to the person to enter the premises shall be void if made by a tenant, lessee, or member of the tenant's or lessees' household and shall not constitute a valid invitation to come upon the premises or a defense to a criminal trespass to real property.

#### **5-2-9: BACKGROUND CHECKS:**

Owners, managers, and/or leasing agents shall not be required to perform or require lessees to submit to criminal background checks. It is, however, recommended that if prospective lessees of Rental Residential Property are required to submit to criminal background checks, that credit checks, and checks for past evictions prior to entering into a lease agreement should also be investigated. The decision whether or not to lease to a tenant should not be based solely on the fact that the prospective tenant has an arrest record, without further inquiry as to whether or not the arrest record actually reflects that person's conduct. Other factors to consider from a prospective tenant's arrest record, when deciding to lease to him or her, is how old, minor, or irrelevant the records might be to the person's current ability to be a good tenant. Landlords should not impose strict bans on prospective tenants on the basis of the fact that they have a criminal background without making an individualized assessment of the circumstances surrounding the offenses on the person's record and giving the person an opportunity to explain.

#### **Tenant Selection Considerations**

The ordinance language above makes it very clear that background checks are not required by Village Ordinance. The topic of properly screening perspective tenants will be covered later in this manual. As indicated in Section 5-2-9, landlords and managers requiring background checks must perform and utilize the information prudently when deciding to accept a person as a tenant or not.

#### **5-2-10: PENALTIES:**

Any person who shall violate any provision of this chapter shall be subject to a fine as provided in Section 1-4-1 of this code, if found to be guilty of such violation. If any violation shall be of a continuing nature, each day of violation shall be deemed a separate offense and shall subject the violator to the progressive minimum fines contained herein.

Section 5-2-10 refers to Chapter 1, Section 1-4-1 of the Village Code which sets penalties. The relevant section is provided below.

#### **1-4-1: GENERAL PENALTY:**

- A. Whenever in this code, or in any ordinance of the Village, any act is prohibited or is made or declared to be unlawful or a misdemeanor or a violation of this code, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor or a violation of this code, where no specific penalty is provided therefore, the violator of any such provision of this code or any ordinance shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00). A separate offense shall be deemed committed each day any such violation of any provision of this code or of any ordinance shall continue.
- B. Any penalty imposed for a violation of this code or any village ordinance that remains unpaid may be forwarded to a collection agency for collection. An additional one hundred dollar (\$100.00) processing fee shall be imposed on all matters referred for collection.

### **Related Ordinances**

Some of the more frequently encountered police enforced ordinances identified as nuisance activity are provided here. Violations of these ordinances by tenants could result in the issuing of Local Ordinance Citations, or arrest under the Illinois Compiled Statutes. Repeat occurrences of nuisance activities, such as disorderly conduct, drug use, assault, battery, gang activity and other criminal conduct, will result in the landlord being held accountable through the Nuisances Ordinance.

#### **6-6A-3: DISORDERLY CONDUCT**

A person commits disorderly conduct, which is a violation of this code, when he knowingly:

- A. Does any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace;
- B. With intent to annoy another, makes a telephone call, whether or not conversation thereby ensues;
- C. Transmits in any manner to the fire department a false alarm of fire, knowing at the time of such transmission that there was no reasonable ground for believing that such fire existed;
- D. Transmits in any manner to another a false alarm to the effect that a bomb or other explosive of any nature is concealed in any place and that its explosion would endanger human life, knowing at the time of such transmission that there was no reasonable ground for believing that such bomb or explosive was concealed in such place;
- E. Transmits in any manner to any peace officer, public officer or public employee a report to the effect that an offense has been committed, knowing at the time of such transmission that there was no reasonable ground for believing that such an offense had been committed;
- F. Enters upon the property of another and, for a lewd or unlawful purpose, deliberately looks into a dwelling on the property through any window or other opening in it;
- G. Does any act in a violent, tumultuous or alarming manner toward another, placing that other person in danger of safety to his health, limb or life;
- H. Acts in a violent or tumultuous manner toward another whereby public or private property of another is placed in danger of being destroyed or damaged;
- I. Endangers or interferes with the lawful pursuits of another by threats or acts of violence to that person;

- J. Causes, provokes or engages in any fight, brawl or riotous conduct so as to endanger the health, safety or property of another;
- K. Utters "fighting words" directed at any other person resulting in that other person becoming alarmed or disturbed;
- L. Congregates with one or more persons on any public place in such a manner as to impede the free flow of vehicular or pedestrian traffic;
- M. Knowingly or intentionally engages in any fight, riot or brawl within the village; provided, however, that any applicable affirmative defense as set forth in 720 Illinois Compiled Statutes 5/7-1 shall be available; or
- N. Knowingly or intentionally flashes or transmits to another, anywhere within the village, any known or clearly defined street gang signs with the intent to create a breach of the peace or create a public disturbance.

**6-6A-7: MOB ACTION:**

Mob action, which shall be a violation of this code, consists of any of the following:

- A. The use of force or violence disturbing the public peace by two (2) or more persons acting together and without authority of law;
- B. The assembly of two (2) or more persons to do an unlawful act; or
- C. The assembly of two (2) or more persons, without authority of law, for the purpose of doing violence to the person or property of anyone supposed to have been guilty of a violation of the law, or for the purpose of exercising correctional powers or regulative powers over any person by violence.

**6-6A-1: ASSAULT:**

A person commits an assault and is guilty of a violation of this code when, without lawful authority, he engages in conduct which places another in reasonable apprehension of receiving a battery.

**6-6A-2: BATTERY:**

A person commits battery, which is a violation of this code, if he intentionally or knowingly, without legal justification and by any means:

- A. Causes bodily harm to an individual; or
- B. Makes physical contact of an insulting or provoking nature with an individual.

**6-6B-2: CRIMINAL DAMAGE TO PROPERTY:**

Whoever commits any of the following acts shall be guilty of a violation of this code:

- A. Knowingly damages any property of another;
- B. Recklessly, by means of a fire or an explosive, damages property of another;
- C. Knowingly starts a fire on the land of another;
- D. Knowingly injures a domestic animal of another without his consent;
- E. Knowingly deposits on the land or in the building of another any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building; or
- F. Damages any property with intent to defraud an insurer.

#### **6-6C-5: POSSESSION OF CANNABIS:**

- A. Definition: "Cannabis" includes marijuana, hashish and other substances which are identified as including any parts of the plant *Cannabis sativa*, whether growing or not; the seeds thereof and the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, cake, or the sterilized seed of such plant which is incapable of germination.
- B. Violation: It shall be a violation of this section for any person knowingly to possess any quantity of any substance containing cannabis; except, that the effect of this section shall be limited to persons knowingly possessing less than thirty grams (30 g) of any substance containing cannabis.
- C. Penalty: Any person convicted of any violation of the provisions of this section shall be fined not more than one thousand dollars (\$1,000.00) for each offense.

#### **4-3-30: PERSONS UNDER AGE:**

##### **A. Possession, Purchase Or Consumption By Or For Underage Persons:**

- 1. No person under the age of twenty one (21) years shall consume, purchase or accept delivery of alcoholic liquor or have alcoholic liquor in his or her possession within the village, provided the possession and dispensing or consumption by a person under the age of twenty one (21) years of alcoholic liquor in the performance of a religious service or ceremony, the consumption by a person under the age of twenty one (21) years under the direct supervision and approval of the parent(s) or guardian(s) of such underage person in the privacy of the parent's or guardian's home, or the possession and delivery of alcoholic liquors pursuant to a person's employment by a licensee under this chapter as allowed in subsection D of this section is not prohibited.
- 2. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to another person under the age of twenty one (21) years, except as allowed in subsection A1 of this section.
- 3. It shall be unlawful for any owner or occupant of any premises located within the village to knowingly allow any person under the age of twenty one (21) years to remain on such premises while in the possession of alcoholic liquor or while consuming alcoholic liquor in violation of this subsection.

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This booklet is not intended to contain all relevant statutes. Owners and managers should review the complete Village Ordinances as well as State Statutes. Always confer with you legal advisors.

A full copy of the Village Code is available through the Village website:

<http://glendaleheights.org/index.asp> or

[http://www.sterlingcodifiers.com/codebook/index.php?book\\_id=688](http://www.sterlingcodifiers.com/codebook/index.php?book_id=688)

The Illinois Compiled Statutes are also available through the Illinois General Assembly website:

<http://www.ilga.gov/legislation/ilcs/ilcs.asp>

Landlords and managers who communicate their desire for tenants to be proactively involved with management will foster a crime prevention partnership. Educating tenants early on that landlords and managers will not tolerate infractions is essential to establishing your partnership. Tenants need to know violation of the lease agreement, as well as local, state and federal law, will have consequences that will impact all parties in the owner-tenant partnership. Establishing open two-way communication in which both parties are responsive to the needs of the other party will lead to both parties reaping the benefits of safety, security and profitability.

When landlords and managers cannot build a positive and productive owner-tenant relationship, the community can be negatively impacted. The Police and Community Development Department partners will work with landlords and tenants to identify and resolve issues. The Village of Glendale Heights officers and inspectors provide notification of problematic conditions to owners. Providing notice of police incidents and the existence of code enforcement violations allows owners opportunities to work to gain cooperation from tenants, complete needed repairs, and maintain a safe neighborhood for all.

A landlord can never know how a tenant will ultimately act. Letting tenants know their conduct could result in fines and even eviction from a good residence allows them to the opportunity to consider the consequences of their actions. Finding a reliable tenant who will act appropriately, maintain property and alert you to damage or disrepair will help you to keep your property from being declared a nuisance under Village ordinance.

The information made available here cannot possibly cover every incident, situation or violation of law in which the tenants of a rental property might involve themselves. Nor can landlords, managers and authorities foresee all problematic conduct. However, it is clearly stated in the Nuisances Ordinance that persons responsible for properties have a stake in what occurs related to their properties. In the coming chapters information to assist landlords and managers in creating crime prevention partnerships will be presented.

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# Chapter 3

## Landlords and Tenants

The primary partners associated with rental properties are the landlord, their representatives, and tenants.

Protecting the rights of owners is a major component of any agreement to provide and maintain a rental property. Creating a safe and secure living environment makes a desirable home that tenants will seek. Finding good tenants to occupy such a place protects the investment. Tenants who partner with landlords and managers need to have their rights protected as well. Landlords and tenants must work with each other's rights in mind. When an agreement fails, legal action may be needed to protect an owner's property.

When a landlord determines eviction is necessary, applicable laws must be followed to ensure the rights of all are protected. The lease agreement will be instrumental in any action. An owner who follows the law, knows their property, lease, and tenant, and who can provide the record of the failures in the partnership with tenants to support the legal action, will prevail.

Tenants who live up to the requirements of the agreement make renting profitable and fulfilling for owners. When one or both parties don't live up to that agreement, it can be a costly, time consuming experience.



# Exercise Your Landlord Rights

## Know the Law

Owner rights are established in federal, state and local statutes. Numerous rules and regulations required in multiple applicable statutes could apply to your property. Ensuring that statutory requirements are met can be a daunting task. The importance of having and working with your legal representative is stressed throughout this booklet for that very reason.

## Beyond the Local Ordinances of Glendale Heights

Several statutes regulating rental properties will be discussed in the following pages.

- Federal Fair Housing Act
- Condominium Property Act
- Federal Subsidized Section 8 Program
- Illinois Retaliatory Eviction Act
- Illinois Security Deposit Return Act
- Illinois Forcible Entry and Detainer Act

## Know Your Lease

Owners and their managers should establish the rules at their properties from the start. Utilize a good lease agreement that specifies owner's rights at the beginning of your relationship with tenants. Ensure your attorney regularly reviews the lease being used. Any changes in the law, or best practice the rental property industry identifies and recommends, will need to be considered when updating your lease agreement. Compliance with that agreement must be closely monitored. Don't ignore violations of your agreement. Landlords have the right to enforce these contracts which is best accomplished with a lawful lease that is actively reviewed, updated and acted upon when needed.

## Know Your Property

Before tenants take up residence, and before they leave at the end of the lease, exercise your right to inspect your property. If you don't have specific language in your lease for such inspections, check with your legal adviser about adding appropriate language.

Inspections provide you with the ability to examine your property to ensure not only the protection of your investment and liability, but also the safety of your tenants and others who visit your property. You, your manager, and repair workers will need to have access to your property while ensuring your tenants rights are protected. It should be made clear that in emergencies, entry will be immediate for your protection and theirs. During the life of your lease agreement, you should be protecting your investment with additional inspections which are reasonable for your tenants to accommodate.

Fix issues your personal inspections discover before they become costly repairs. The Village Ordinance requires annual rental property inspections by the Community Development Department that will require you to correct violations. In cases where corrections are not completed in the required time frame established by the inspectors, a citation will be issued. As specified in the language of the Village ordinances, any ongoing unresolved violation could result in a citation being issued for every day that a violation exists. Avoid multiple citations and the fines associated with non-compliance through proper maintenance and re-inspection.

Ensuring your property is maintained to Code protects you and the people who live and visit, helping to reduce your liability from damage and injury.

## Property Maintenance and Applicable Codes

Properties are required to comply with the Codes as adopted and amended by the Village of Glendale Heights. The Village Code also includes the Zoning, Building and International Codes.

2006 International Building Code  
2006 International Residential Code  
2006 International Mechanical Code  
2006 International Property Maintenance Code  
2006 Fire Code  
2006 International Fuel Gas Code  
2006 International Model Energy Code  
2008 National Electrical Code  
2014 Illinois State Plumbing Code  
1997 Illinois Accessibility Code

Detailed information related to the specific code requirements are available via searching the Internet for these specific code titles.

## Find a Good Tenant and Crime Prevention Partner

### Investigate Your Prospective Tenants

Start your relationship with tenants from the very beginning with a good selection process. Applications that comply with the law are essential. Have your attorney review your application and ensure it protects you and your potential tenant. The Federal Fair Housing Act prohibits discrimination. Let prospective tenants know you comply with Equal Opportunity Housing.

The following brief excerpt is from the Federal Fair Housing Act:

Sec. 804. [42 U.S.C. 3604] Discrimination in sale or rental of housing and other prohibited practices As made applicable by section 803 of this title and except as exempted by sections 803 (b) and 807 of this title, it shall be unlawful--

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

A full copy of the Act is available at the United States Department of Justice website:

<http://www.justice.gov/crt/fair-housing-act-2>

Once you have a completed application be sure to screen your applicants carefully. Review the submission for completeness and accuracy. Call their references and check into their history. Remember, under the Nuisances Ordinance, Section 5-2-9, background checks are not required. It is, however, recommended that if prospective lessees of rental residential property are required to submit to criminal background checks, that credit checks, and checks for past evictions prior to entering into a lease agreement should also be investigated. Hiring a professional screening service that provides a detailed investigative report is recommended. A prospective tenant's credit history, criminal background and rental history are all legal decision making tools available to landlords. An in-depth screening process allows landlords the opportunity to decide to accept or decline an application based on supported information.

Resources are available to help you develop and maintain a proper screening process. In addition to owner associations and searching the Internet, resources are available at these websites:

<http://www.dupagehousing.org/landlords/>

<http://www.caapts.org/resources1.html>

<http://www.naahq.org/>

### Be Alert to Indicators of Problematic Behavior

Credit checks are regularly used to examine a prospective tenant's rental record. A record that reflects a risk of non-payment is of interest to any landlord in deciding to accept an application. Criminal conduct should be strictly prohibited. Accepting prospective tenants with a record of criminal behavior, such as drug use, gang activity, and violent crime who continue with such practices, could increase a landlord's liability and risk of their property being declared a public nuisance under the Nuisances Ordinance. A tenant whose record also reflects behavior that involves damage to rental properties in the past, could be a good indicator of problematic behavior in future rentals.

As specified in the Nuisances Ordinance, Section 5-2-9, the decision whether or not to lease to a tenant should not be based solely on the fact that the prospective tenant has an arrest record without further inquiry as to whether or not the arrest record actually reflects that person's conduct. Other factors to consider from a prospective tenant's arrest record, when deciding to lease to him or her, is how old, minor, or irrelevant the records might be to the person's current ability to be a good tenant. Landlords should not impose strict bans on prospective tenants on the basis of the fact that they have a criminal background without making an individualized assessment of the circumstances surrounding the offenses on the person's record and giving the person an opportunity to explain.

A landlord must determine what a desirable tenant partner is for their business plan. An owner who fails to screen tenants or who accepts high risk candidates accepts the responsibility for the increased liability that can occur. Identifying prospective tenants who abide by lease agreements, act within the law, and partner to protect your property is certainly a good business practice.

### Something to Consider

Some owners hire a property manager or association to screen tenants. An owner should understand the screening process to make sure it is done properly and review the results personally. Failing to do so diminishes your chances of finding a good tenant partner.

One landlord best practice to consider is to notify applicants up front you intend to do a full credit and criminal background check on prospective tenants to proceed in the leasing process. You may choose to charge them an application fee which covers the cost to run that report. A signed consent form would be required to authorize the check before proceeding any further in the process. If the prospective tenant chooses to proceed in your application process, perform the background check and notify the applicant promptly once you have made your decision.

### Know Who Will Live at Your Property

As the owner, you will want to know who is residing at the property. The lease should establish restrictions on occupancy and subleasing. While always a good practice to list occupants on the lease, tenants in your unit are required to be identified pursuant to Licensing and Inspection of Single Family Dwellings Ordinance, Section 10-14A-2, and the Nuisances Ordinance, Section 5-2-4.

As previously stated, screening tenant applicants is an essential part of rental property ownership. The screening process should be applied to all persons you allow to reside in your property. This includes individuals who may reside with your tenants. When tenants are permitted to allow persons not on the lease to reside in your unit, you become accountable under the Crime Prevention Ordinance for those person's actions.

### Inform Prospective Tenants of Applicable Rules and Regulations

In addition to establishing your rules, provide any regulations that might apply to occupants as a result of a home or condominium association, (e.g., The 123 Owner Street Property Rules or the Glens Condo Association Bylaws). Condominium associations have powers statutorily authorized in the Condominium Property Act. Tenants must understand that such rules apply and will be enforced by the associations. Language in the lease agreement should specify obligations placed on the tenant and that non-compliance will result in penalties as prescribed by the applicable lease or rules.

If your property is a condominium, you and your tenants will need to familiarize yourself with the Condominium Property Act in the Illinois Compiled Statutes, 765 ILCS 605/.

A full copy of the Act is available at the Illinois General Assembly website:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2200&ChapterID=62>

### Know the Guidelines of Participation in Special Programs

All residents of the Village are entitled to a safe place to live. The Federal Subsidized Section 8 Program, through the Department of Housing and Urban Development (HUD), works to provide people with good housing. Tenants from the program are always welcome in the Village and can enjoy the benefits of residency in our community. HUD, just like private landlords and condo associations, has rules which regulate behavior for participants. Landlords who participate in the Section 8 Program should understand they have the same rights as with any prospective tenant. You can establish an application process, complete a screening process and, acting within the law, accept or decline potential tenants.

### Select a Good Partner

Your efforts to have good tenants protects you, your tenants, your properties' neighbors, and the community at large. Screen tenants and select persons who best fit your business model. When denying an applicant, ensure you act within the law. Doing so will avoid discrimination allegations and lawsuits. Safety and the quality of life, as well as the protection and maintenance of your investment, can depend on a good selection process.

The Illinois Attorney General's Office provides a few recommendations for landlords below.

#### Landlord's Rights and Responsibilities:

- Must keep the rental unit fit to live in.
- Must make all necessary repairs.
- Must keep the rental unit in compliance with state and local health and housing codes.
- May set the amount of rent and security deposit.
- May charge a reasonable fee for late rent payments.
- May make reasonable rules and regulations.

More information is available at the Attorney General's Office website:

<http://www.ag.state.il.us/consumers/landlordtenantrights0404.pdf>

# Protect Tenant Rights

## Provide and Maintain a Safe Environment

Your tenants have the right to live in a safe and secure rental unit. Interior and exterior conditions at and in your property must be fit for living. Unhealthy and or unsafe conditions must be addressed. Inspect your property in accordance with your lease agreement. Don't just depend on your tenants to report deteriorating conditions. Engage your tenants by making them partners in the care and maintenance of your property. When repairs are needed, take action. Make all repairs that are needed to avoid a domino effect resulting in further property damage and or allowing establishment of an environment in which deterioration and criminal behavior can take hold of your property.

Local, State and Federal laws obviously impact landlords. The Village has adopted the previously discussed property maintenance code and related ordinances. The State of Illinois and other local jurisdictions, including condominium associations, also have compliance requirements. Participants in subsidized housing have protection under federal law. Ensuring your efforts are within those regulations will prevent complaints to you and the various authorities.

## Establish the Rent for Your Lease Term

The lease lets tenants know what you expect them to clean and maintain, what utilities they are responsible for, and who is responsible for repair of damage that occurs. It also sets the rent and when you require that rent be paid. For a property to be profitable, any successful business plan includes that rent be paid promptly. A desirable tenant is one who provides you the agreed upon amounts for the term of and according to your agreement.

Tenants with a year lease cannot have their rent raised if a fixed-term lease exists. Tenants agreeing to a week-to-week or month-to-month lease can have the rent raised with proper notice. Seven days' notice for week-to-week and 30 days' notice for month-to-month. Termination of a lease requires landlords to provide written notice of the intention to terminate the lease; 30 days notice for month-to-month and 60 days notice for year-to-year leases.

## Pay for Your Portion

If a landlord fails to pay a utility bill that they are responsible for, a tenant can pay the bill and deduct it from the rent payment. Just as it is important for your tenant to pay for their responsibilities, the landlord must live up to their portion of the agreement.

## Establish a Clear Security Deposit Policy

Tenants must be clear on security deposit requirements. What the security deposit will cost, and how much time must be provided when moving out to avoid loss of any or all of that deposit, should be included in the lease agreement.

State law does require security deposits to be returned within 45 days if the property consists of five or more units. If a landlord refuses to return all, or any portion of the security deposit, the landlord must give the tenant an itemized statement of the damages along with paid receipts within 30 days of the date moving. The tenant can sue a landlord to recover the security deposit. If a court finds that a landlord violated the security deposit law, he/she could be liable for damages in an amount equal to two times the security deposit, court costs and attorney's fees.

A full copy of the Illinois Security Deposit Return Act, 765 ILCS 710/1, is available at the Illinois General Assembly website:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2202&ChapterID=62>

## Don't Discriminate

As examined in the previous section, discrimination is prohibited. A landlord may not refuse to rent or lease an apartment or house to potential tenants or have different rental terms on the grounds of race, color, religion, national origin, ancestry, sex and marital status, or disability. Under the Federal Fair Housing Act, it is illegal to discriminate against families with children when leasing a rental unit. Complaints about discrimination may be filed with the Illinois Department of Human Rights.

## Know the Occupancy Limits of Your Property

The occupancy standards established in the Property Maintenance Code, as adopted and amended, are used by the Village. The standards establish the maximum occupancy based on square footage. Exceeding the occupancy requirement will result in overcrowding and allow unsafe living conditions for your tenant. Landlords must be cognizant of the occupancy requirement to ensure the safety and wellbeing of their tenants.

## Proactively Respond to Tenant Complaints

Complaints will be investigated when tenants report violations and enforcement action taken where deemed appropriate by authorities. Ensure you are acting within the law. A proactive response to issues at your property will reduce, and even eliminate complaints to the various authorities from concerned tenants. A landlord cannot prohibit a tenant from having the same rights as any citizen to contact authorities. The Illinois Retaliatory Eviction Act prohibits a landlord from evicting a tenant for making such complaints.

A full copy of the Illinois Retaliatory Eviction Act, 765 ILCS 720/1, is available at the Illinois General Assembly website for review:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2204&ChapterID=62>

Lease agreements should spell out all requirements and, as with all considerations in such legal agreements, a landlord's attorney should review all the paperwork to ensure tenant's rights are considered.

# **The Eviction Process**

## Act Promptly and Properly When Eviction Becomes Necessary

Non-compliant tenants must be dealt with in a legal manner. In many cases a landlord may decide not to renew a lease as a way to address a non-compliant tenant. Non-renewal of a lease agreement is one option available to a landlord to end a relationship without involving the courts. If choosing not to renew, provide the appropriate notification and proceed lawfully.

When owners determine eviction is necessary, a landlord must file a lawsuit in order to evict a tenant. Remaining vigilant for non-compliance with rules and regulations set forth in your agreement with your tenants is important. The requirements of the lease should not be ignored by either party. Criminal conduct by tenants prohibited in your agreement can be cause for eviction. Failing to act promptly, and evict when necessary, can allow deterioration of your property to continue or worsen. Property value, as well as increased civil liability, could have a substantial financial impact on landlords. A tenant who knows non-compliance is not tolerated should be aware that their inappropriate conduct will result in a landlord taking action.



## Follow the Rules

Landlords and managers are forewarned. Illegal tactics to make a tenant move, such as turning off utilities, locking them out, changing the locks, or removing tenant personal property from the rental unit should not be employed. Following the legal requirements is very important. While a landlord can proceed with the eviction process without an attorney, it is always good practice to consult with your legal counsel when taking any legal action. If representing one's own interests in court, it is very important to be familiar with court proceedings. A loss in court could be avoided by ensuring all procedures are followed, such as ensuring all required paperwork for the hearing has been accurately filled out and submitted.

## Notify Intent to File a Forcible Entry and Detainer Action

The Illinois Forcible Entry and Detainer Act governs evictions and requires a landlord to serve a summons and complaint on the tenant. Proper written notice stating the reason for eviction must be provided. If for nonpayment, 5 days must be given to tenants to pay the rent. If the eviction is for violating a provision in the lease, including the Crime Prevention Addendum, a landlord must give a 10 day notice. A 30 day notice is for month-to-month or when a lease is close to ending. In cases of condominium assessments not being paid, the 30 day notice would apply. Service can be accomplished by personally giving the notice to the tenant or a person at least thirteen years of age, who lives at the property. It can also be sent by certified or registered mail with return receipt. When no one is actually in possession of the property, the notice can be posted on the door. Ensure the original notarized copy of the eviction notice is retained for court. Should a tenant remain after the eviction notice the landlord can file a lawsuit to evict them.

## File Your Action in Court

Eviction hearings for Glendale Heights are filed through the DuPage County Clerk's Office and adjudicated in the 18<sup>th</sup> Judicial District Circuit Court of Illinois located in Wheaton, Illinois. A summons and complaint will be needed when you file the case with the Clerk's Office. Your tenant will be required to be served the court summons to appear as well as the complaint bringing the action.

## Your Tenant Has Rights

Your tenant will have the right to have their own legal representative, take the matter to a trial jury, present evidence, call witnesses and ask questions. Following the law, maintaining property, and following the lease will help a landlord weather any difficulties experienced in the eviction process. The burden of proof is on a landlord.

The judge will make a decision based on the facts presented. Should the landlord prevail, a tenant does have the right to appeal the decision. This must be done within 30 days after the trial. Upon the judge entering an Order of Possession in the owner's favor, he/she will also stay the execution of that order for seven to fourteen days. The stay prevents the Order of Possession from being sent to the DuPage County Sheriff's Department for service. With the expiration of the stay order, the Order of Possession must be provided to the Sheriff. Only a Sheriff can physically evict the tenants.

## Follow the Lawful Eviction Procedures

Tenants who do not leave voluntarily or move out upon awarding of the Order of Possession to the landlord can be physically evicted by the Sheriff's Department. Owners must handle the request for eviction services through the Sheriff's Civil Division. A tenant's voluntary compliance with lawful requests to leave your property can take place at any time in the process. Owners are required to notify the Sheriff's Department if the tenant/defendant in the case moves out prior to the eviction date.

According to the DuPage Sheriff's policy, evictions are done Monday through Friday with a Deputy Sheriff assigned to keep the peace. Belongings removed from the residence will be placed at a location designated by the on-site deputy. If not removed by the departing tenant, the property cannot be disturbed by the landlord/plaintiff for 24 hours, after which the property remaining becomes the responsibility of the owner to remove. Failing to remove the property after the 24-hour period will result in property maintenance violations occurring and citations being issued to unresponsive owners who become responsible for the property removal.

A full copy of the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101, is available in the Code of Civil Procedure at the Illinois General Assembly website at:

<http://www.ilga.gov/legislation/ilcs/ilcs4.asp?ActID=2017&ChapterID=56&SeqStart=65500000&SeqEnd=73000000>

The eviction process is initiated at the DuPage County Clerk of the Circuit Court Office. More information and fees are available at the Clerk’s website:

<https://www.dupageco.org/courtclerk/>

The DuPage County Sheriff’s website also has important information regarding there part in the eviction process. The Sheriff’s Order of Forcible Entry and Detainer Procedure is available at the following website:

<http://www.dupagesheriff.org/CivilProcess/87/>

Additional information is available at the Illinois Attorney General’s Office website:

<http://www.illinoisattorneygeneral.gov/>

Knowing your rights and obligations, as well as knowing and protecting your tenant’s rights will allow landlords to develop and maintain a profitable business plan for their properties. Finding a good partner for the prevention of crime and the upkeep of those properties is essential to that plan. When it becomes necessary to evict, you will have to rely on your knowledge of your property, tenants and the law to prevail.

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# Chapter 4

## Crime Prevention Through Property Maintenance and Environmental Design

Ensuring your property is well maintained provides a quality setting for existing residents and neighbors, and presents a positive image to prospective renters. Identifying problems before they result in the deterioration of the safety and quality of life for residents makes your part in the crime prevention partnership extremely important. Involvement with your tenants, and being able to openly communicate the need to act with you to take steps to eliminate problematic conditions, sets the groundwork for a positive partnership.

In the absence of good maintenance that involves the tenants and personal involvement by the landlord and his manager, rental property has an increased chance of impacting the deterioration of an entire neighborhood. The addition of the Police and Code Enforcement to the effort provides landlords and managers extra eyes on their investment.

Chapter 4 examines the proactive steps owners can take to prepare and maintain their property. These efforts will not only have a positive impact on their tenants, neighbors and community, but will enhance the value of their investment.

# General Property Maintenance

## Remain Actively Involved in Inspections

When a property is first purchased new owners scrutinize the exterior and interior of a building to ensure they are making a good investment. Continuing that type of scrutiny throughout the lifetime of ownership enhances the value of the investment. The cost to fix an item early can fend off more expensive repairs in the future. It also creates a safe and secure place for your tenants to live. A landlord and manager who fail to stay committed to that original principle by allowing property to become run down are not desirable partners, neighbors and community members. Without committing to crime prevention as a component of your ownership, the quality of your property and lack of involvement of tenants will diminish along with the value of your investment.

## **First Impression - Lasting Impressions**

### Curb Appeal

Curb appeal refers to how your property looks to a passerby or prospective tenant. If you were to perform an Internet search for curb appeal you would find multiple “hits” with suggestions on establishing and maintaining curb appeal. Having curb appeal helps prospective tenants draw a positive initial impression of the property as a desirable place to rent where people and their belongings are safe.

### Words to the Wise

Here are a few curb appeal recommendations from home improvement experts, as offered by popular home improvement shows, magazines and blogs.

- Eliminate peeling paint and rotting wood
- Clean, repair or replace damaged windows and doors
- Patch or replace crumbling drives, walks and stairs
- Fix patios, porches and decks
- Secure, repair or replace railings and fences
- Cut, clip and clear lawns and landscaping
- Eliminate outside storage and refuse
- Clean and repair gutters, downspouts and drains
- Repair or replace roofs, siding, fascia and soffits

Each of these ideas are based on the same underlying requirements found in the codes of the Village of Glendale Heights. Failing to maintain these types of issues, as recommended and as required by Code, can be costly.

### Know Who is Responsible for Exterior Work

Be sure to check any rules and regulations regarding exterior work. Home owner and condominium associations may have regulations restricting or requiring owner action. There may be very specific requirements for not only who can complete exterior work, but what kind of materials, colors and products are acceptable when owners are either allowed or responsible for alterations and repairs. Common areas are frequently managed and maintained by contractors for an association.

Owners and tenants will have to work with associations to ensure areas outside of their direct control are kept up. Building relationships through involvement with your associations improves communication and cooperation. Having a responsive association makes for another positive partner in the effort to prevent crime and protect a rental investment.

## Keep to the Code

The Village Code Enforcement Inspectors are charged with identifying property maintenance issues. This task is not just performed during the ordinance required Rental Property Crime Prevention Program inspections. Code Enforcement Officers also patrol the village making sure outside property conditions are maintained by their respective owner. Take the time to review the Village Codes as provided earlier in this booklet. Upon notice of violations, don't procrastinate. Communicate with the inspectors, obtain permits where needed, work to complete corrections in a timely manner and promptly notify officials when work is done and ready for re-inspection. A well maintained property leaves lasting impressions on tenants and neighbors.

### Rental Property Maintenance Awareness

When exterior surfaces of rental properties are marked up by graffiti, it is noteworthy that the Village Code holds owners responsible for removal of graffiti. Failing to do so will result in property maintenance violations occurring and, if not removed, additional expenses incurred if the Village removes the graffiti. The specific ordinance language regarding graffiti and removal requirements is provided.

#### GRAFFITI

##### 6-9-1: PROHIBITIONS

It is unlawful for any person to inscribe, draw or otherwise place upon the surface of any structure or wall that is publicly or privately owned any word, phrase, diagram, symbol, sketch, or letters wherein the contents thereof are visible to any member of the general public and contains references to sexual activity, diagrams relating to sexual activity or sexual organs, references to criminal activities, or groups which promote or are involved in criminal activity, swearing or fighting words, defamatory materials about any person, or references to relationships. The above list is not to be considered a limitation, but is merely illustrative of items known as graffiti. It shall be an affirmative defense to the alleged violation of this section if such activity was undertaken with the prior written consent of the owner of the property, demonstrating that the owner was aware of the content and method of the inscription to be placed on the structure or wall.

##### 6-9-2 (B): RESPONSIBILITY FOR REMOVAL

- B. Residential Structures: It shall be the duty of the owner of a residential structure or wall upon which any inscription or representation prohibited in section 6-9-1 of this chapter appears, to remove, eradicate or eliminate such inscription or representation within three (3) days. In the event the owner has failed to eliminate such graffiti, the owner or his agents shall be notified via certified mail or personal notice that he has an additional seventy two (72) hours to remove such graffiti. In the event the owner fails to remove the graffiti within seven (7) days, the Village, at its option, may remove the graffiti at the owner's expense, and the Village shall not be liable for any damage caused by said removal.

Furthermore, the penalty established in 6-9-5 is specific to violations of 6-9-1 and 6-9-2. The minimum fine is higher than that which is established in the previously mentioned penalties established in 1-4-1 for all violations of ordinances that do not contain specific penalty language. 6-9-5 (B) goes on to prohibit an owner from being issued a permit or license until any lien on the relevant property have been removed.

## 6-9-5: PENALTIES:

- A. Upon a finding of guilty for violation of section 6-9-1 or 6-9-2 of this chapter, there shall be imposed a fine of not less than two hundred fifty dollars (\$250.00) nor more than one thousand dollars (\$1,000.00). Additionally, the court may, as a condition of probation, supervision, or conditional discharge, require that the full and complete restitution be made to the owner of the property for expenses incurred in the removal of the graffiti and/or restoration of the structure or wall to its previous condition.
- B. Until such time as all liens placed upon the real estate by the village have been satisfied, the village shall not issue any type of permit or license to the owner of the property.

It is unfortunate when properties become damaged by graffiti. Perpetrators of this act often are not apprehended right away or at all due to the damage typically not being found until after its done. This results in unsightly graffiti negatively impacting neighborhoods. If left unaddressed, graffiti remaining on a surface tends to promote more graffiti. It also sends the signal that property owners are not concerned about the condition of their property. Responding promptly to remove the graffiti improves the neighborhood and avoids potential penalties.

# Crime Prevention Through Environmental Design

## “CPTED”

An owner will most likely not be able to strategically plan the design of a rental property being purchased with crime prevention at the forefront, unless building a completely new building. However, the design of existing properties can be examined for possible changes that eliminate potential problem areas. Crime Prevention Through Environmental Design (CPTED) refers to a strategy owners should employ to address quality of life issues. CPTED involves attempting to deter criminal activity by increasing overall safety for tenants and their guests. It helps to reduce fear of crime in and around their property. CPTED refers to the strategies of Surveillance, Access Control, Territoriality, Activity Support and Maintenance.

## Surveillance

Surveillance is the idea of being able to see into the property and the ability for persons inside to observe what is going on outside. A person considering criminal conduct who is able to perceive that their behavior is visible to tenants and the general public passing by, would think twice. The likelihood of being seen increases the odds that a citizen will call police or the police will find them.

Tenants and neighbors should be encouraged to remain vigilant and report suspicious activity. Landlord, manager and tenant involvement in the Village’s Police Department Neighborhood Watch Program is a way to partner with neighbors and police. Signs available from the Police Department notifying the public that your property is a Neighborhood Watch participant can be posted or placed in a window. A hard to see location could have a mirror for viewing around a corner, proper lighting to illuminate dark areas takes away hiding spaces, and installation of surveillance cameras allows for viewing and reviewing activity. With advances in surveillance cameras, prices for surveillance systems have dropped, making their addition affordable. Another advantage to modern systems is the images could be viewable by you, your manager, tenants and even the police via Internet connectivity.

## Access Control

Access control seeks to limit the access in and out of your property in a positive way that deters entry by unwanted individuals while providing safe access for tenants and their desired guests. It establishes conditions that say this is where entry and exit from your property takes place. Deviation from the norm should be noticeable as part of the surveillance strategy.

Landlords will want to guide people safely to the desired entrance by clearly identifying the walkway and properly labeling entrances, including proper display of the address. Evaluate paths to and from your property to determine if unwanted criminal behavior is facilitated by open areas, holes in fences or even where frequent foot traffic is evident in yards. Consider locking entry doors, using landscaping, fences, and entry paths with gates to direct and restrict travel. Maintaining these areas sends the signal that the property is cared for and action will be taken when controls are damaged or circumvented. Sending the opposite signal can invite problems.

### Territoriality

Territoriality is the establishment of that space which is associated with your property. It should promote a sense of pride in ownership and residency.

Tenants, neighbors and guests looking at a property will draw a conclusion that certain areas are associated with that property and others are clearly outside the grounds. Fences, signs and landscaping, as previously discussed, are very visible symbols that can be used to designate your property. When used in a way that presents a positive image, the message is sent to respect those boundaries.

### Activity Support

Activity support involves encouraging proper use of available spaces, as well as the use of available community resources in the area. Landlords will want to promote use by their tenants and guests, while discouraging unwanted patrons.

Activity support can be facilitated by providing legitimate patrons with maintained yards, picnic areas and structures like gazebos for their use. These features should be places with consideration for desirable surveillance, and establishing sound territorial boundaries. When these areas are not available on your property, tenants should be encouraged to use community resources such as parks and playgrounds. Promoting and occupying spaces with positive activities, will enhance the quality of life for your tenants and those living in your area.

Facilities and programs are accessible to your tenants through the members of the Village's crime prevention partners at the Parks, Recreation and Facilities Department. More information is available at the Village website:

<http://www.glendaleheightsparksrecreationfacilities.com/>



### Maintenance

Maintenance is an essential component of crime prevention through environmental design efforts. Maintenance is a common theme throughout this booklet. This is because the upkeep and maintenance of property is so important to efforts to prevent criminal behavior.

When the first impression someone has of your property is that it is in disrepair; you, your tenants, neighbors and community all suffer. Property that lacks supervision, and portrays no sense of pride in ownership by management and residents, signals that it is an easy target for criminal conduct. Your partners in the Police Department often refer to the Broken Window Theory when property maintenance issues exist. In summary, it theorizes that a broken window or undesirable condition left unattended will foster more broken windows or undesirable conditions. Remain connected to your property and tenants by ensuring disrepair and damage are corrected as soon as possible.

More information about Crime Prevention Through Environmental Design is available at the U.S. Department of Justice Office of Community Oriented Policing Services website:

<http://www.popcenter.org/tools/pdfs/cpted.pdf>

# Inside the Home

## Not Just a Rental Unit

Rental properties are businesses for owners, but actually they are more than that. Owners are providing tenants with a home. It certainly is an underlying motivation for many landlords in the business to provide the best living conditions for their tenants. Caring for the health and wellbeing of tenants and their guests, as well as the wellbeing of the property are important. Its not just morally the right thing to do. It is a responsibility that the law requires.

## Commit to the Inside

Establish the same commitment to the inside of your rental property as described in obtaining and maintaining desirable curb appeal on the outside of your property. It is not uncommon for owners to buy a property and fix it up. New paint, flooring, fixtures and equipment reflect a commitment to provide a quality living space. Stay the course. Don't allow maintenance efforts to diminish once the first tenant moves in and rent is paid on a regular basis. Failing to continue to be involved at the property is the first step down a slippery slope that can cost owners in repair bills, as well as fines and court costs.

## Interior Surfaces

First impressions outside are influenced by the view from the curb, but first impressions of the interior are made upon entry. The interior must be free of accumulation of rubbish or garbage. All walls, floors, ceilings and other surfaces must be clean and sanitary. Holes, damage, and missing drywall must be patched, repaired or replaced and painted. Electrical outlets, lighting and switches must work properly. Doors, screens and windows must operate properly and lock. Stairwells must be clear of clutter, properly illuminated, and have railings properly installed.

Kitchen and bathroom surfaces must be clean and sanitary. Plumbing must be in compliance with the Illinois Plumbing Code. Ground Fault Circuit Interruption (GFCI) electrical receptacles are required for all counter top areas in kitchens and in bathrooms.

## Exterminate What Needs Extermination

Inspect for conditions that cause infestations and get cooperation from tenants to keep areas clean. When insects, pests and rodents are present, it is the responsibility of the owner to eliminate them. Use reliable service providers. Maintain records of service to show the pests are being dealt with properly. The tenants must cooperate with efforts to eradicate the problem, or the situation may worsen and spread.

## Bedrooms and Basements

Bedrooms and basements have special safety requirements. All bedrooms, no matter what level, require one emergency egress compliant window per bedroom. Any finished basement space also requires an emergency egress escape window. If a basement has one bedroom, the egress window for that single bedroom can service the finished basement space as well. However, if there are more than one bedroom, each basement bedroom must have an emergency egress escape window.

Smoke and carbon monoxide detectors are also required. Every bedroom is required to have a smoke detector. Additionally, every level of the home requires a working smoke detector. A carbon monoxide detector is required to be installed within 15 feet of all bedrooms. It is also a sound practice to install carbon monoxide detectors throughout the home. These devices save countless lives every year. Landlords must provide working devices. Tenants must change batteries as needed, and may not tamper with devices.

## Avoid Overcrowding

The Village of Glendale Heights has adopted requirements for minimum square footage for a living room, dining room, kitchen and sleeping area for each occupant. There are also other code requirements that apply to habitable spaces and sleeping areas. Overcrowding is prohibited. A home can easily be overtaxed when the number of people living in a property exceeds its capabilities. Know your occupancy and ensure your lease is clear on the issue. Monitor your property through ongoing inspection. Make sure you are renting to the appropriate number of occupants. Ensuring compliance with the law will ease the potential strain on your property from overcrowding.

## Electric

Electrical service must work properly, with conductors in conduit. Habitable rooms must have the proper amount of electrical service for the space. Switches must work properly and wall switches must either connect to a fixture or an electrical receptacle. Uncovered junction boxes and openings in boxes are prohibited. Extension cords cannot be used as permanent wiring. Unfinished basements are required to have GFCI protection for all receptacles.

Laundry room outlets with open water sources nearby, such as wash tubs, need to have GFCI protected outlets. If the property has a garage, GFCI protection is also required for all outlets, except for garage door openers. Garage door openers can be powered by a single (simplex) receptacle or GFCI outlet.

## Electrical Panels

Electrical panels must be installed properly, with each breaker labeled, and open breaker locations covered. The panel must be accessible with a three foot clearance in front of the panel.

## Appliances and Mechanical Equipment

Refrigerators, stoves, washers, dryers, water heaters, heating and air conditioning (HVAC), and sump and ejector pumps all must be maintained in safe working order. Cooking surfaces must be clean and sanitary. Dryers must be clear of lint and properly vented. Water heater connections and water temperature must be to Code. HVAC functions and filters need to be checked. Sump and ejector systems must be properly plumbed. Sump pumps must discharge to the property. Ejectors must discharge into sanitary lines.

Without proper upkeep the expense of frequently having to repair or replace expensive items, such as those above, can be monumental. Modern efficient appliances are sought after by prospective tenants. New equipment can save money, compared to outdated ones that frequently require repair, but the initial cost can also be significant. Inspecting and performing regular maintenance will extend the life of these types of equipment, ensuring they are safe for operation whether new or old.

## Inside and Out

When making the decision to invest in your property, it is beneficial to protect your investment. Prepare the property inside and out for tenants, and then be sure to maintain it inside and out as well.

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This booklet is not intended to contain all steps necessary for creating a safe and secure property. To assist you with Village inspection considerations, a complete copy of the Inspection Report form used by Community Development inspectors is available at the Village website.

<http://glendaleheights.org/pdf/comdev/rentalprogram/rentalmultifamilysampleinspectionform.pdf>



Inspection and maintenance are the key to success in providing and keeping a safe and secure home for the customers of your rental business. Partnering with your managers, tenants, neighbors and the Village helps you protect that business. When you are provided information such as concerns of tenants, complaints from neighbors, reports from police officers and inspectors, work with these groups to ensure you deal with your responsibilities.

With the help of conscientious tenants who know a landlord has high expectations for the care of the property, loss due to misuse or damage can be minimized, if not avoided completely. When damage of any kind does occur, it is incumbent upon landlords and managers to act promptly and properly. Hire competent reliable service and repair persons. Re-inspect to guarantee the work has been done correctly.

When the Village inspection takes place, a report will be provided that will very likely have things listed that require correction. Don't wait for the required Village inspection to tell you what is not in compliance. Proactive ownership and management utilizing strategies like Crime Prevention Through Environmental Design and regular inspection will prepare your property for rental. It also will maintain a quality living space, protect your business investment, and create an environment where crime prevention is a priority.

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# Chapter 5

## **Your Partnership with Glendale Heights**

Chapter 5 provides information about services available from the Village of Glendale Heights. These Village services are available to landlords, managers and tenants of rental properties just as they are for any member of the public.

Village services are located at the Civic Center Complex, Public Works Facility, Water Pollution Control Facility and numerous parks throughout the community. The Village is also served by two Fire Protection Districts.

Other non-governmental partners working in and around the neighborhoods are available to a landlord and or manager. Knowing neighbors and others who frequently visit your property increases your resources for information about what is happening at your property.

Proactively partnering with available Village services, non-governmental contacts and neighbors will help landlords, managers and tenants maintain a high quality of life for themselves and makes for smooth operation of a rental property.

# Village Officials and Administrative Services

## Elected Officials and Administration

Elected Officials are regularly accessible at the Village Hall. Village Board Meetings are held the first and third Thursday of the month. Other activities are hosted by officials, which afford residents an opportunity to speak with the Village President, Trustees, and Clerk. The Board oversees the Village Departments which are headed by a Village Administrator who also is available to residents. A Village Calendar is mailed to all residents with meeting and special event dates and times where Officials attend. Additional copies of the calendar are available at Village Hall and the various Department service counters.



## Administrative Services

Administrative Services and the Village Finance Department establish accounts with the Village, facilitate bill paying by residents, and handle payment of the Village's bills. The Administrative Services counter, located in the west main foyer of the Village Hall, handles licensing fees, water billing and vehicle sticker sales among their services. The Village Clerk's Office is also represented at this service counter.

# Youths, Adults and Seniors

## Parks and Recreation

Programs for youths, adults and seniors are offered through the Parks, Recreation and Facilities Department at the Sports Hub. As a benefit of residency, your tenants can access fun and fitness programs at a discounted price. The Hub offers both organized and recreational sports programs including baseball, softball, football, and basketball, among others. Education programs for all ages are also available. Preschool and afterschool programs are offered that can be very helpful to tenant parents who both work.



During summer months, the Village's Aquatic Center, GH2O, is open with a pool, water slides, sand volleyball, and Flowrider surfing simulator. Programming also reaches into the community with youth day camps in the neighborhood parks. The neighborhood parks host park parties with music, food, and fun. Programming schedules and event dates are published in seasonal catalogs provided by the Village through the Hub.

## Police Department Youth and Adult Partnership

The Glendale Heights Police Department partners with Marquardt School District 15, Queen Bee School District 16, and Glenbard High School District 87, with Resource Officers assigned to schools. Officers are involved with students during school days and after school events. The Department also offers Jr. Police Academy classes and coordinates the Safety Town facility, focusing on youth safety education and events.

Adults can attend the Department's Citizen Police Academy, volunteer with the Citizen Emergency Response Team (CERT), or Emergency Services (ESDA). These programs educate and involve residents in crime prevention and response to emergencies.



## Golf

Glendale Lakes Golf Club is a Village owned, 18 hole course. Resident rates are offered. Instructional courses for youths and adults are operated out of the club house. Golf outings and special events can be accommodated at a spacious banquet facility.



## Center for Senior Citizens

Seniors have a place to gather for recreational and social activities at the Center for Senior Citizens located in the Village Civic Center Complex. An exercise room, computer library, crafting, and activity rooms are all available at the Center. Special programs directed at assisting seniors are offered throughout the year. Thanks to partners at the Regional Transit Authority and the Village's Senior Bus, staying physically and socially active is made easy with bus service directly to the front door.

# Public Works, Streets and Water

## Public Works

Public services are managed by the Public Works Department. Oversight includes Streets, Water and Sewer, Water Department and Pollution Control. These services maintain the Village's infrastructure and protect the environment. The Public Works Facility is located at 1615 Glen Ellyn Road, which is east of the Civic Center Campus.



## Streets and Fleets

Right-of-ways are maintained by Village crews year round. Operations include road repairs, as well as snow plowing in the winter. Village fleet vehicles and equipment tasked with that maintenance are stored and repaired at the Public Works facility.

## Water and Water Reclamation

Potable, storm, and waste water are all managed with the environment in mind. Clean drinking water from Lake Michigan is provided for the Village by the DuPage Water Commission. Storm water management systems are maintained and monitored to avoid flooding. Waste water is handled at the Village's award winning, state of the art, Water Pollution Control Facility.



# Community Development

## Code Compliance

The Community Development Department provides Code Enforcement, Zoning and Building Department services. Offices in the Village Hall are just east of the Administrative Services Counter in the west Foyer.

As you have seen throughout this booklet, Code Enforcement Officials play a major role in partnering with landlords and managers to safeguard the health and wellbeing of tenants and rental properties. However, inspectors are responsible for much more than rental properties. Code Enforcement is tasked with inspection and enforcement involving homes, condominiums, commercial and industrial buildings. Officials patrol to monitor compliance with property maintenance, according to Village Ordinances, at the differing types of locations.



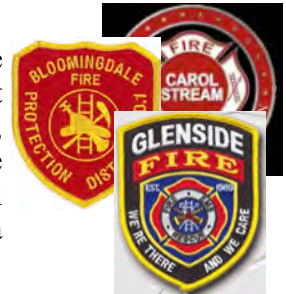
Zoning and Building Department Officials review plans and permit applications for compliance with applicable regulations. The Zoning Administrator and Building Code Official also perform inspections to ensure compliance at job sites.

When the Codes, as adopted and amended by the Village concerning property maintenance, zoning and building regulations, are violated, Code Enforcement Officials provide violation notices. The Department's primary goal is to obtain compliance with those Codes. When non-compliance persists, citations requiring payment, or appearance in court, are issued. Maintaining a safe, healthy, and attractive community for all residents and business owners is the goal of each member of the Department.

## Fire, Police and Court

### Fire Protection

Bloomingtondale, Glenside and Carol Stream Fire Protection Districts provide the Village of Glendale Heights with professional fire fighting services. Each District operates ambulance services. They each conduct life safety education programs, such as fire prevention and CPR training. The Bloomingtondale and Glenside Fire Protection Districts service properties location north or south of the Chicago Central and Pacific Railroad which bisects the Village. Carol Stream services a small area south and east of North Avenue and President Street.



### Police Services

Located in the north wing of the Village Hall is the Village of Glendale Heights Police Department. This nationally accredited agency maintains police records, performs aggressive crime prevention patrols, responds to citizen's calls for assistance, and conducts in depth investigative services.

Specialized services within the Department include Community Outreach. This program can be beneficial to residents in need of assistance with matters of a non-criminal nature. The Neighborhood Watch Program and School Resource Officer programs have previously been mentioned in this booklet. The Department's participation in the Crime Prevention Program is an integral part of the partnership with owners, managers, and tenants when police respond to calls for service related to rental properties.



The Police Department is a long time participant in Community Oriented Policing. Supervisors and officers are assigned to various neighborhoods. A primary goal of this is for the public to become familiar with the law enforcement officers working in their neighborhood. Officers, residents, and businesses partner to enhance service to local areas of the community.

### Courts

Law enforcement and Code officials work hard to partner in the prevention of crime. However, there are limits to the powers and authority over problem issues that arise between two differing parties. Accessing non-governmental resources, including private mediators and social organizations, might be the answer. Unfortunately, referral to the appropriate legal system is sometimes the outcome.

### Criminal and Quasi-Criminal

Glendale Heights is in the 18th Judicial Circuit Court in DuPage County. Traffic Court is heard at the DuPage County Complex on the southwest corner of North County Farm Road and Manchester Road, Wheaton, Illinois. Officers and Code Enforcement Officials from Glendale Heights and surrounding communities, as well as some State Law Enforcement agencies, appear here for local police and code ordinance violations, traffic tickets and some misdemeanor offenses. Criminal Court is also held at the DuPage County Courthouse in Wheaton, Illinois.



The standard in criminal court rulings is beyond a reasonable doubt. This means that the proposition being presented by the prosecution must be proven to the extent that there could be no "reasonable doubt" in the mind of a "reasonable person" that the defendant is guilty. Local ordinance violations, which are mostly civil in nature, are decided on a preponderance of the evidence. A preponderance of evidence refers to just enough evidence to make it more likely than not, that the fact the person bringing charges seeks to prove is true.

The Village also provides adjudication hearings for various local ordinance violations. Adjudication Hearings are held in the Council Chambers in Village Hall. The Adjudicator serves much like a judge in Traffic Court, determining if defendants are liable or not for citations issued under local ordinances.

In the case of code enforcement, inspectors issuing notice of code violations, will set a reasonable time frame for correction of the problem. Re-inspection by the Code Official will be required to verify compliance. In the event of non-compliance, a citation in accordance with the Village Code will be issued, requiring payment or appearance at an Adjudication Hearing. This process was covered in the language at the beginning of this booklet. It is important to state again that non-compliance can result in a citation being issued for each day a violation exists. The Adjudicator makes his determination using the preponderance of the evidence. As with rulings from the judge in Circuit Court, concerns regarding rulings of the Adjudicator can be appealed to the court system in accordance with due process. The best way to avoid costly court appearances is to practice proactive partnership described throughout this manual.

## Civil

When parties file civil suits against one another, the case is heard in the Civil Division of the 18th Judicial Circuit of DuPage County. Civil law is very different from criminal. The burden of proof needed to prevail is a preponderance of the evidence or clear and convincing evidence.

When it becomes necessary for an owner to evict someone, the case is handled through the Civil Division. The eviction process was covered in some detail earlier in this booklet. You may wish to review that section for insight into the typical path an eviction case may take.

### Establish a Relationship with Your Counsel

This section is not intended to be an all encompassing review of the law and your legal rights. You are best served by seeking advice from your legal representative on the differences between criminal and civil law. Information provided on this topic is for your reference and consideration when dealing with your rental properties issues.

## **Non-Governmental Partners**

Owners and managers might not consider private sector businesses and organizations as partners in preventing crime. However, many private service providers encourage their technicians and crews to be alert to criminal conduct and conditions that might promote crime.

### Utilities

Know your natural gas and electric providers. NICOR is the primary gas service provider in the Village. Commonwealth Edison (ComEd), is the primary electricity provider. Depending on the language in your lease agreement, when tenants move in and out of your property, billing records may need to be changed. When problems arise with these services, property managers and tenants should have emergency contact information readily available. When tenants are responsible for certain repairs involving equipment serviced by these companies, technicians can be called for emergency assistance. Provide tenants with phone numbers and website information. Prompt response to utility complaints can save lives due to the associated dangers of gas and electricity system failures.



## Security Systems

Private security patrols can be a realistic service a landlord with large numbers of properties can provide. It might not be very realistic for smaller rental owners. Residential alarm systems monitored by security companies might be a better fit. Cable service providers are offering increased services these days. When considering what services to provide, you might find your existing cable company has a package security system that might work for you. As previously discussed with environmental design, the addition of security monitoring can assist in deterring criminal behavior.

## Your Service Providers

Over the years a landlord tends to establish a dependable work force of their own. Electricians, plumbers, and contractors who can be relied on to do good work can also be reliable sources of information. Reporting about the conditions of the living area and equipment are very valuable pieces of information. Removal of tenants who damage property can be best supported with documentation from professionals who can provide accurate reports that establish the cause of things breaking and assist in eviction proceedings.

## Regulars to Your Neighborhood

Getting to know the regular visitors to your property can increase the number of eyes on your property. When performing your routine inspections, it is a good idea to watch the activity in the area. Neighbors who are frequently home or are routinely out in the yard are the kind of partners with whom you may want to make contact. Consider providing your contact information, should they see something out of the ordinary at your property. The mailman and delivery company drivers usually work the same areas and can also be a good contact. Being familiar with them could prove to be beneficial.

A landlord who is involved in a property and takes steps to engage tenants, the community, governmental and non-governmental partners, enhances the opportunity for a successful ownership.

~ Notes ~


## Important Telephone Numbers

Police/Fire (Emergency)	911
Police (non-emergency) <a href="mailto:police@glendaleheights.org">police@glendaleheights.org</a>	630.260.6070
Fire (non-emergency)	
Glenside Fire Protection District <a href="mailto:info@glensidefire.org">info@glensidefire.org</a>	630.668.5323
Bloomington Fire Protection District <a href="mailto:admin@bloomingtonfire.com">admin@bloomingtonfire.com</a>	630.894.9080
Carol Stream Fire Protection District <a href="mailto:info@carolstreamfire.org">info@carolstreamfire.org</a>	630.668.4836
AMITA Health Adventist Medical Center, GlenOaks	630.545.8000

## Village Phone Numbers, E-mail Addresses & Extensions Main Phone # 630.260.6000

### Elected Officials

Linda Jackson, Village President <a href="mailto:ljackson@glendaleheights.org">ljackson@glendaleheights.org</a>	Ext. 5302
Bill Schmidt, Trustee District 1 <a href="mailto:bschmidt@glendaleheights.org">bschmidt@glendaleheights.org</a>	Ext. 5307
Sharon Sullivan, Deputy Mayor & Trustee District 2 <a href="mailto:sullivan@glendaleheights.org">sullivan@glendaleheights.org</a>	Ext. 5306
Michael Light, Trustee District 3 <a href="mailto:milight@glendaleheights.org">milight@glendaleheights.org</a>	Ext. 5308
Pat Maritato, Trustee District 4 <a href="mailto:pmaritato@glendaleheights.org">pmaritato@glendaleheights.org</a>	Ext. 5309
Chester Pojack, Trustee District 5 <a href="mailto:cpojack@glendaleheights.org">cpojack@glendaleheights.org</a>	Ext. 5310
Mary Schroeder, Trustee District 6 <a href="mailto:mschroeder@glendaleheights.org">mschroeder@glendaleheights.org</a>	Ext. 5311

### Village Executive Staff

Village Administrator	Ext. 5331
Assistant Village Administrator <a href="mailto:mmarron@glendaleheights.org">mmarron@glendaleheights.org</a>	Ext. 5314
William Poling, Director of Finance <a href="mailto:bill_poling@glendaleheights.org">bill_poling@glendaleheights.org</a>	Ext. 5342
Joanne Kalchbrenner, Director of Community Development <a href="mailto:joanne_kalchbrenner@glendaleheights.org">joanne_kalchbrenner@glendaleheights.org</a>	Ext. 5334
Keith Knautz, Director of Parks, Recreation & Facilities <a href="mailto:kknautz@glendaleheights.org">kknautz@glendaleheights.org</a>	Ext. 5120

### **Village Executive Staff (Continued)**

Rachael Kaplan, Director of Public Works <a href="mailto:rachael_kaplan@glendaleheights.org">rachael_kaplan@glendaleheights.org</a>	Ext. 5150
Douglas Flint, Chief of Police <a href="mailto:dflint@glendaleheights.org">dflint@glendaleheights.org</a>	Ext. 5430
Jennifer Ferrell, Glendale Lakes Golf Club Division Manager <a href="mailto:jen_ferrell@glendaleheights.org">jen_ferrell@glendaleheights.org</a>	630.260.0018

### **Village Departments**

Water Billing <a href="mailto:waterbilling@glendaleheights.org">waterbilling@glendaleheights.org</a>	630.260.6010
Community Development <a href="mailto:comdev@glendaleheights.org">comdev@glendaleheights.org</a>	630.260.6030
Public Relations <a href="mailto:public_relations@glendaleheights.org">public_relations@glendaleheights.org</a>	630.909.5350
Public Works <a href="mailto:publicworks@glendaleheights.org">publicworks@glendaleheights.org</a>	630.260.6040
Parks and Recreation (Sports Hub) <a href="mailto:parks_&amp;_recreation@glendaleheights.org">parks_&amp;_recreation@glendaleheights.org</a>	630.260.6060
Glendale Lakes Golf Club <a href="mailto:glendalelakes@glendaleheights.org">glendalelakes@glendaleheights.org</a>	630.260.0018
Glendale Lakes Golf Club (Banquet/Restaurant) <a href="mailto:glendalelakes@glendaleheights.org">glendalelakes@glendaleheights.org</a>	630.260.0095
E.S.D.A. (Department of Emergency Services) <a href="mailto:john_sulak@glendaleheights.org">john_sulak@glendaleheights.org</a>	630.909.5485
Glendale Heights Center for Senior Citizens <a href="mailto:seniors@glendaleheights.org">seniors@glendaleheights.org</a>	630.260.6050

### **Other Area Phone Numbers**

Bloomington Township	630.529.7715
Bloomington Township General Assistance	630.529.9993
Bloomington Township Assessor's Office	630.529.6927
Bloomington Township Highway Dept.	630.529.5221
Bloomington Township Youth Service Bureau	630.893.6685
Bloomington Township Senior Center	630.529.7794
Chamber of Commerce	630.545.1099
Child Abuse Prevention Hotline	800.252.2873
DuCAP	630.671.8000
DuPage County Animal Control	630.682.7197
DuPage County Board of Elections	630.407.5600



**Other Area Phone Numbers (Continued)**

DuPage County Circuit Court	630.682.7100
DuPage County Clerks Office	630.682.7035
DuPage County Environmental	630.682.7130
DuPage County Health Department	630.682.7400
DuPage County Human Services	800.942.9412
DuPage PIC/Job Training (JTPA)	630.495.4345
DuPage Water Commission	630.834.0100
Family Counseling Service	630.844.2662
Glendale Heights Post Office	630.307.7104
Glenside Public Library District	630.260.1550
Household Hazardous Waste Hotline	630.510.2810
I.D.O.T.	847.705.4351
Milton Township	630.668.1616
Northeast DuPage Special Recreation Association NEDSRA	630.620.4500
Poison Control Center	800.222.1222

**Other Service Providers**

AT&T (phone)	800.244.4444
Commonwealth Edison	800.334.7661
Metra	312.322.6900
NICOR	888.642.6748
Pace Bus	847.364.7223
Republic Services (Formerly AWS)	847.981.0091
RTA	630.836.7000
Secretary of State (Lombard Office)	630.629.0380
Social Security Office (Villa Park Office)	630.772.1213
Cable TV Providers:	
AT&T U-verse	800.288.2020
Comcast Cable Services	866.594.1234
WideOpenWest Cable Services	866.496.9669

## State and Federal Government Officials

Governor J. B. Pritzker	312.814.2121
Lt. Governor Juliana Stratton	312.814.5240
Attorney General Kwame Raoul	312.814.3000
Secretary of State Jesse White	312.793.1010
State Representatives:	
Deborah O'Keefe Conroy, Dist. 46	630.415.3520
State Senator:	
Thomas Cullerton, Dist. 23	630.903.6662
U.S. Representative:	
Sean Casten, 6th District	630.232.0006
Raja Krishnamoorthi, 8th District	847.413.1959
U.S. Senators:	
Richard J. Durbin	312.353.4952
Tammy Duckworth	312.886.3506

## Links

AMITA Health Adventist Medical Center, GlenOaks	<a href="http://www.adventistglenoaks.com">www.adventistglenoaks.com</a>
Bloomington Fire District #1	<a href="http://www.bloomingtonfire.com">www.bloomingtonfire.com</a>
DuPage County	<a href="http://www.dupageco.org">www.dupageco.org</a>
DuPage County Building and Zoning Department	<a href="http://www.dupageco.org/buildingzoning/">www.dupageco.org/buildingzoning/</a>
DuPage County - Emergency Preparedness	<a href="http://www.protectdupage.org">www.protectdupage.org</a>
DuPage Homeownership Center	<a href="http://www.dhoc.org">www.dhoc.org</a>
Glenbard School District 87	<a href="http://www.glenbard87.org">www.glenbard87.org</a>
Glenside Fire Protection District	<a href="http://www.glensidefire.org">www.glensidefire.org</a>
Glenside Public Library	<a href="http://www.glensidepld.org">www.glensidepld.org</a>
Glen Ellyn School District 41	<a href="http://www.d41.org">www.d41.org</a>
"Living with Wildlife in Illinois" Illinois Department of Resources and University of Illinois	<a href="http://livingwithwildlife.extension.uiuc.edu">livingwithwildlife.extension.uiuc.edu</a>
Marquardt School District 15	<a href="http://www.d15.us">www.d15.us</a>
Queen Bee School District 16	<a href="http://www.queenbee16.org">www.queenbee16.org</a>
VFW Post 2377	<a href="http://vfw2377il.com">vfw2377il.com</a>

# Chapter 6

## Working for Success

A great deal of information has been presented in this booklet. Of primary importance is the understanding of the Village Code regarding your responsibilities as a rental property business owner. Have a proper plan that involves your customers and the community at large to assist you in providing and maintaining a pleasant setting for residents of the Village to rent. Your efforts to provide a safe and secure property will benefit you and your tenants for the duration of your ownership.

# Conclusion

It is the desire of the Village of Glendale Heights to promote a strong partnership with landlords, managers, tenants, and the community at large. The goal of this partnership is the implementation of crime prevention strategies that create and maintain a safe and secure community.

The Village enacted the Licensing and Inspection of Single Family Dwellings Ordinance to provide regulations for the licensing and maintaining of rental property within the Village. Licensing requirements include acknowledging and understanding the ordinances and information presented in this manual.

The need for a strong partnership between owners, their property managers and tenants has been stressed. The protection of all parties' rights is important for establishing and maintaining a mutually beneficial partnership. Owners should screen potential partners during the application process. Don't discriminate. Use lawful practices to accept or decline tenants. Select tenants who will protect your investment and share the goal of having a safe and secure property.

Practice proactive strategies that let tenants, neighbors and the community at large know you are a desirable landlord and your property is a good place to live. Prepare and maintain your property with crime prevention in mind. A landlord who cares for his/her property shows potential tenants that he/she cares for the wellbeing of those who would live there.

Recognize detrimental activity and take measures to abate nuisance activity from continuing. As a result of the Nuisances Ordinance, the Police Department will notify you of nuisance activity police calls for service at your property. Officials evaluate the record of nuisance calls and will take enforcement action for violations of the ordinance. Proactively participate with Police and Code Enforcement partners to avoid costly penalties.

Open two-way communication with your tenants to take steps to eliminate problematic behavior, before police officers and inspectors become involved. When tenants fail to abide by the lease agreement don't procrastinate. Tenants who know the landlord in present and follows through with his/her responsibility, including enforcing the lease, know their ability to remain in a good rental property depends on their living up to their part of the lease agreement.

When eviction is necessary, know the eviction process. Act promptly and properly. Keep a record of the history involving your property. Following the law will allow landlords to prevail.

Know who your community partners are and what their capabilities are. Engage them to enhance the desirability of your business investment. Provide tenants with the resources mentioned in this manual to help them live and participate in their community.

Landlords and their managers are the essential component of the Glendale Heights Rental Property Crime Prevention Partnership Program. The bottom line is that YOU hold the key to the success of this program. The Village, and its Police and Community Development Departments, stand ready to assist and support you.

## Check List

Here is a checklist to help you in ensuring compliance with the Licensing and Inspection of Single Family Dwellings Ordinance requirements.

- ✓ **Prepare your property. Maintain your property inside and out before offering it for tenancy, during occupancy and after departure of your tenants.**
- ✓ **Review your lease agreement. Have your legal representative examine your lease to ensure it is up to date with legal requirements and best practices.**
- ✓ **Obtain application for a rental license at the Village. Landlords must obtain the application annually per property. The Village sends notice to renew each year to licensees.**
- ✓ **Landlords and managers must comply with the requirements of the Licensing and Inspection of Single Family Dwellings Ordinance, Section 10-14A-2 (D). Review the manual and submit the completed acknowledgment.**
- ✓ **Ensure the Acknowledgment of Understanding and Compliance is filled out properly, the form is notarized and the official receipt portion of the form is completed at the Community Development counter when submitting. Once received, the approved acknowledgement form will be accepted as proof of compliance with 10-14A-2 (D) for each license/property.**
- ✓ **Ensure all pages of the application form are properly filled in and legible. Accurate information about ownership, emergency contacts, agents, tenants, number of rental units, total square footage, and room sizes are required.**
- ✓ **Ensure the Crime Prevention Lease Addendum is completed with the signatures of the landlord(s) and tenant(s). The addendum language is required by Section 10-14A-2 (B) of the Single Family Dwellings Ordinance. Maintain current addendums with your files.**
- ✓ **To obtain your initial license and during renewal, submit the completed application pages, and pay the applicable licensing fee. \$300.00 per year for single family, duplex or townhome. \$200.00 per year for condo. Fees are not prorated. Licenses do not transfer with ownership.**
- ✓ **Schedule your rental inspection at the time your fee is paid and license is issued. Landlords are responsible to schedule inspections, both initial and re-inspections. Once scheduled, additional coordination regarding the inspections can be done with your inspector on a case-by-case basis. Correct violations within the required time frame. Doing so will avoid warning notices and citations.**
- ✓ **Work with your managers, tenants, neighbors, community and Village to establish and enhance a crime prevention partnership that provides a safe and secure place to live for all.**

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## **Compliance Requirement Regarding the Licensing and Inspection of Single-Family Dwellings 10-14A-2 (D)**

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**After reading and reviewing this manual, fill in the Acknowledgment of Understanding and Compliance form provided with the license application/annual renewal notice by the Village. Please print as indicated, sign, check the box indicating the relationship to the property, and have the signature notarized.**

**Bring the form in to be notarized or have the acknowledgment notarized by your own notary. Submit the form, your application/annual renewal paperwork, and pay your licensing fee.**

**The acknowledgment is not valid without the proof of receipt section being completed at the Village.**

**Additional form copies can be obtained at the Community Development Office or found on the Village website.**

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**MUST BE NOTARIZED!**  
**DO NOT SIGN UNTIL WITH THE NOTARY**

**Village of Glendale Heights  
Rental Property Crime Prevention Partnership  
Manual Acknowledgement of Understanding and Compliance**

I, \_\_\_\_\_, in accordance with the requirements of the Glendale Heights Village Code, Chapter 14 entitled <sup>(Print Name)</sup> Licensing and Inspection of Properties, of Title 10 entitled Building Regulations, acknowledge that I have reviewed the Crime Prevention Manual and acknowledge understanding and compliance of the requirements, administered by the Village of Glendale Heights Community Development Director, prior to the issuance of a Rental License.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Owner Signature)

Owner: List all relevant rental property addresses:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_
- 7 \_\_\_\_\_

\*Attach list of any additional properties if needed.

**TO BE COMPLETED BY NOTARY:**

Subscribed and Sworn before me on

this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary

**Village of Glendale Heights Official Use:**

Single-Family Rental 10-14A     Multi-Family Rental 10-14B

Date Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Received by: \_\_\_\_\_  
(Print)



Village of Glendale Heights  
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