

# Village of Glendale Heights Rental Property Crime Prevention Partnership



## Single-Family Residential Rental Properties Manual



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Village of Glendale Heights  
Rental Property



Crime

Prevention Partnership

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# Single-Family Residential Rental Properties Manual

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### 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.

Revised: 12/17/15

I.

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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 a completion certificate, which is provided, serves as the official record of compliance with Section 10-14A-4 of the ordinance. Once licensing fees and an 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-4.

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 Residential Rental Properties

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 and managers 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

### 10-14A-2: LICENSE REQUIRED FOR RENTAL OR OCCUPANCY

A. It shall be unlawful for any person, firm, partnership, association, corporation, or other legal entity to operate, maintain or offer to rent within the Village any residential rental property, whether vacant or occupied, without first having obtained and maintained a current license, as provided in this article.

B. It shall be unlawful for any person to occupy a residential rental property, or for any owner or property agent to allow anyone to occupy a residential rental property, which is not currently licensed, as provided in this article.

C. It shall be unlawful for any person, firm, partnership, corporation, or other legal entity to offer for rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a residential rental property for which a license has been revoked or while such license is under suspension.

D. Whenever an owner or property agent of a rental property fails to obtain a proper license, the code official shall notify all tenants of the rental property by posting a notice on all entrances to the rental property indicating the following:

1. You are hereby notified that the owner or agent of this residential rental structure has failed to license this rental property with the Village of Glendale Heights in violation of Title 10, Chapter 14, Article A of the Glendale Heights Municipal Code.

2. You must vacate this structure within sixty (60) days of this notice.

3. If you fail to vacate this structure, 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 residential rental property in violation of this article.

10-14A-3: APPLICATION FOR LICENSE

A. 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 residential rental property is held in a trust, the name, address and phone number of the trustee and each beneficial interest holder.
3. The address of the residential rental property.
4. The number of dwelling units within the residential rental property.
5. The name and phone number of each tenant, 18 years and older.
6. The name, address and phone number of the property agent for the property.
7. The name, address and twenty four (24) hour phone number or numbers of a contact person who, in emergency situations, will be available on a twenty four (24) hour basis and who 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 amended.

B. A copy of the record of tenant names required under subsection A of this section shall be filed with the license application.

## Residential Rental Property License & Renewal Application Supplemental Information

10-14A-3 requires the completion of the Community Development application form. Presented below is a representation of the application which is provided and is also available on the Village website:

<http://glendaleheights.org/ComDev/geninfo.html#>

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.



Village of Glendale Heights • Community Development Department  
300 Civic Center Plaza • Glendale Heights • IL • 60139  
Direct (630) 260-6030 • Fax (630) 260-1317

**RESIDENTIAL RENTAL PROPERTY LICENSE/RENEWAL APPLICATION - 2016**

Rental Property Address: \_\_\_\_\_  
Permanent Parcel Number (PIN): \_\_\_\_\_

**OWNERSHIP INFORMATION** - Please make corrections if necessary

Owner Name: \_\_\_\_\_  
 Owner Street Address: \_\_\_\_\_  
 Owner City, State, Zip: \_\_\_\_\_  
 Owner Home/Cell Phone: \_\_\_\_\_ Owner 24 Hour Phone: \_\_\_\_\_  
 Owner Email: \_\_\_\_\_

**\* Please attach Additional Ownership Information on a separate sheet.**

**EMERGENCY CONTACT/ MANAGEMENT/AGENT INFORMATION**

Contact Name: \_\_\_\_\_  
 Contact Street Address: \_\_\_\_\_  
 Contact City, State, Zip: \_\_\_\_\_  
 Contact 24 Hour Phone: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_

**TENANT INFORMATION (\*REQUIRED)** - List all adults over the age of 18. Attach sheet with additional tenant(s).

Tenant Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
 Tenant Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
 Tenant Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Number of Minors residing at property, under the age of 18: \_\_\_\_\_

**PROPERTY INFORMATION**

Number of Rental Dwelling Units: \_\_\_\_\_ Total Square Footage: \_\_\_\_\_ sq. ft.

Room Sizes: (if you do not have exact sizes, check off rooms that apply)

Bedroom 1: <input checked="" type="checkbox"/>	Bedroom 4: <input checked="" type="checkbox"/>	Kitchen: <input checked="" type="checkbox"/>
Bedroom 2: <input checked="" type="checkbox"/>	Living Room: <input checked="" type="checkbox"/>	Dining Room: <input checked="" type="checkbox"/>
Bedroom 3: <input checked="" type="checkbox"/>	Family Room: <input checked="" type="checkbox"/>	Other: <input checked="" type="checkbox"/>

All of the information provided above is true and accurate to the best of my knowledge.

X \_\_\_\_\_  
 Property Owner Signature Date

ANNUAL FEE: Single Family Homes, Townhomes and Duplexes are \$300. Condominiums are \$200.  
 \*NOTE: Property Owner is responsible for scheduling inspection of rental unit and compliance for annual license by February 1, 2016.  
 Reference Code Title 10, Chapter 14, Article 4.

OFFICIAL USE:

LICENSE # 16 - \_\_\_\_\_ AMOUNT PAID: \$ \_\_\_\_\_

10-14A-4: CRIME PREVENTION RENTAL HOUSING REQUIREMENTS

Each applicant for a license to maintain a residential property for the purpose of renting it to others shall review the Crime Prevention Manual and acknowledge understanding and compliance of the requirements, administered by the Village Community Development Director, prior to issuance of the 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-4.

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-4.

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

# License Fees and Terms

## 10-14A-5: LICENSE FEE AND TERM

Each 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 this code. 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. Fees shall not be prorated. All licenses shall expire on the last day of January of the next year.



Section 10-14A-5 contains 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

## 10-14A-7: RENEWAL OF LICENSE

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.

## 10-14A-8: NONTRANSFERABILITY OF LICENSE OR CERTIFICATE

A license for a residential rental property cannot be transferred to another residential rental property or to a succeeding owner.

# Inspection Requirements

## 10-14A-6: INSPECTION REQUIREMENTS; ISSUANCE OR DENIAL OF LICENSE

A. An inspection shall be scheduled with the Community Development Department at the time of the application for a new license for any residential rental property.

B. After the initial inspection, residential rental property shall be inspected annually, or as required to ensure compliance with the Village of Glendale Heights regulations.

C. Licensing inspections of single-family residential rental properties shall include the interior and exterior of the premises.

D. When a licensing inspection of a residential rental property reveals any violations of applicable codes, 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 or the listed property agent by regular U.S. mail, hand-delivery, or sent via email at the last address provided on the most recent license application. Said notice shall include the following:

1. Description of the residential rental property sufficient for identification;
2. A statement listing the violations of applicable codes;
3. A statement of the deadline by which a re-inspection shall be scheduled; and
4. An explanation that if, upon completion of the licensing re-inspection, the requirements of applicable village codes have not been met, then a citation may be issued.

E. A licensing re-inspection will be conducted at the end of the compliance time frame. Upon completion of the licensing re-inspection of the residential rental property, an inspection approval shall be issued if the residential rental property meets the requirements of applicable village codes. If the code official finds that the requirements of applicable village codes have not been met, then a written violation notice specifying the defect shall be transmitted by regular U.S. mail, hand-delivery, or sent via email to the applicant.

F. If compliance is not achieved at the time of re-inspection, a citation may be issued and/or the Village may suspend the license, as set forth in Section 10-14A-16.

G. All additional inspections made necessary because of cited violations remaining uncorrected at the time of the initial license re-inspection shall be subject to a re-inspection fee of seventy five dollars (\$75.00) per inspection/per inspector.

#### 10-14A-10: COMPLIANCE WITH ZONING REGULATIONS AND BUILDING CODE

No structural, mechanical, electrical or plumbing alterations or repairs, or remodeling, shall be made to the units in a licensed residential rental property unless all zoning and building code requirements have been met, and appropriate building permits obtained.

### Scheduling Inspections

Landlords are responsible for contacting the Community Development Department via telephone at (630) 260-6030 to schedule the annual inspections according to Section 10-14A-6:A. They are also responsible for scheduling the re-inspection for compliance within the time frame established by the notice provided by the inspector as a result of the inspection (10-14A-6:D.3.). Failing to comply with these requirements will result in violations notices and citations being issued as explained in the Program Enforcement Section on pages 13 and 14.

## 10-14A-13: RIGHT OF ACCESS FOR INSPECTIONS

If any owner, property agent, tenant, occupant or other person in control of residential rental property or a dwelling unit contained therein fails or refuses to consent to free access and entry to the property or dwelling unit under his control for any inspection pursuant to this article, and if the Village has the probable cause necessary to obtain an administrative warrant, the code official or his designee may apply to the county circuit court for an administrative search warrant or other appropriate court order authorizing such inspection.

### Inspection Report

Compliance with Sections 10-14A-6 and 10-14A-10 on the preceding pages are verified through the inspection process involving Community Development Code Enforcement Inspectors. The Inspection Report Form (below) 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.

The form is titled "Inspection Report" and is issued by the Village of Glenview, Illinois. It includes a header with the village logo and contact information for the Department of Community Development. The form is divided into several sections, each with a set of checkboxes for the inspector to mark as compliant or non-compliant. The sections include:

- Other (Continued):** A section for additional notes or violations.
- Basement:** Checks for proper ventilation, radon gas testing, and structural integrity.
- Bedrooms:** Checks for proper ventilation, radon gas testing, and structural integrity.
- Bathrooms:** Checks for proper ventilation, radon gas testing, and structural integrity.
- Laundry:** Checks for proper ventilation, radon gas testing, and structural integrity.
- Water Heater & Water Meter:** Checks for proper installation, venting, and safety.
- Garage:** Checks for proper ventilation, radon gas testing, and structural integrity.
- Exterior & Accessory:** Checks for proper installation, venting, and safety.
- Furnace:** Checks for proper installation, venting, and safety.
- Electrical panel:** Checks for proper installation, venting, and safety.
- General requirements:** Checks for overall code compliance.
- Chimney/Chimney:** Checks for proper installation, venting, and safety.
- Other (Continued):** A section for additional notes or violations.

The form also includes a section for the inspector's name and signature, and a section for the date and time of the inspection. The form is designed to be filled out by an inspector to document the results of a home inspection.

## **Property Owner Responsibility**

### 10-14A-11: RESPONSIBILITIES OF OWNER

A. The owner of a residential rental property shall maintain a record for each property with the full legal name of every tenant in each dwelling unit.

B. The owner or property agent of a residential rental property shall provide each tenant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed.

C. The owner of a residential rental property shall inform each tenant, in writing, prior to occupancy, of the maximum number of persons, per dwelling unit, allowable by the International Property Maintenance Code, as amended. This number shall be determined by the code official in accordance with this code.

### 10-14A-9: CHANGE IN OWNERSHIP OR OCCUPANCY

Whenever there is a change in the ownership or in the occupancy of a residential rental property or the owner's property agent, the owners shall, within thirty (30) days of such changes, file an updated written notice with the code official indicating such changes.

## **Rental Agreements and Leases**

### 10-14A-12: RENTAL AGREEMENTS AND LEASES

A. All rental agreements, leases and renewal agreements shall be in writing, signed by the tenant(s).

B. Each rental agreement, lease or renewal agreement shall contain the following provision:

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

C. Each rental agreement, lease or renewal agreement shall have an addendum attached thereto stating the following:

*The Village of Glendale Heights has enacted the following in the Glendale Heights Village Code:*

*5-2-2 - Residential Rental Property Nuisances: This section prohibits criminal nuisance activity on properties located within the corporate limits of the Village of Glendale Heights.*

*Any violation of the above section or any other federal, state, or local criminal, nuisance, or property maintenance statutes, regulations, or ordinances may result in the EVICTION of the tenant who committed, allowed, or facilitated the violation.*

*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.*

*Tenants who fail to provide the landlord with the names of individuals who will be temporarily residing at the residence for more than seven (7) consecutive calendar days may be subject to EVICTION.*

D. 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 residential rental property.

## Crime Prevention Lease Addendum

Section 10-14A-12, C. requires the attachment of a lease addendum. The Crime Prevention 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 you are partnering with them to ensure they live in a safe and secure home.

Village of Glendale Heights  
Rental Property Crime Prevention Partnership  
Lease Addendum



Address: \_\_\_\_\_ Glendale Heights, IL 60139

The Village of Glendale Heights has enacted the following in its Code of Ordinances:

2-2-2 - Residential Rental Property: This code section prohibits criminal/nuisance activity on properties leased within the corporate limits of the Village of Glendale Heights.

Any violation of the above section or any other federal, state, or local criminal, nuisance, or property maintenance statute, regulation, or ordinance may result in the **EVICTION** of the tenant who committed, allowed, or facilitated the violation.

Tenant 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.

Tenants who fail to provide the landlord with the names of individuals who will be temporarily residing at the residence for more than seven (7) consecutive calendar days may be subject to **EVICTION**.

LANDLORD \_\_\_\_\_ TENANT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8-01-12 00-01

## Program Enforcement

### 10-14A-14: ENFORCEMENT OFFICIALS

It shall be the duty of the Community Development Department to enforce the provisions of this article as authorized by this code and the 2006 International Property Maintenance Code, as adopted and amended from time to time by the Village.

### 10-14A-15: VIOLATIONS

The following shall constitute violations of this article:

- A. Failure of the owner or owners of record of the residential rental property to license such property with the Village.
- B. Failure of the occupants of the residential rental property 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.

C. Failure of the owner or owners of the residential rental property to vacate all tenants from said property within sixty (60) days after the license has been revoked.

D. Failure of the owner or owners of record of the residential rental property to maintain the structure, dwelling units and premises in compliance with applicable building, property maintenance and zoning ordinances.

E. Any person other than one authorized by the code official who removes or defaces any notices which have been posted pursuant to this article shall be liable for penalties as provided by this article.

10-14A-17: PENALTY

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.



**Village of Glendale Heights  
Code Enforcement**  
Property Maintenance  
Violation Notice

You are hereby notified that you are in violation of the following Village Ordinance(s):

1 <input type="checkbox"/> Sanitation	8 <input type="checkbox"/> Windows/Screen
2 <input type="checkbox"/> Weather-Stripped Doors	9 <input type="checkbox"/> Porches/Exits
3 <input type="checkbox"/> Exterior Surfaces	10 <input type="checkbox"/> Address-10
4 <input type="checkbox"/> Exterior Surfaces	11 <input type="checkbox"/> Signs
5 <input type="checkbox"/> Vehicles	12 <input type="checkbox"/> Fencing
6 <input type="checkbox"/> Grading/Drainage	13 <input type="checkbox"/> Handicapped
7 <input type="checkbox"/> Water Contaminants	14 <input type="checkbox"/> Other
8 <input type="checkbox"/> Backflow	

Explanation:

The violator cannot do these violations within \_\_\_\_\_ days, or be subject to further enforcement action by the Village.

Inspector Name: \_\_\_\_\_

Inspector: \_\_\_\_\_

**THIS NOTICE IS ON FILE AT VILLAGE HALL**

Village of Glendale Heights  
Community Development Department  
300 Civic Center Plaza  
Glendale Heights, Illinois 60139  
(630) 260-6000

### Violation Notice & Citation

Pursuant to Sections 10-14A-14 & 10-14A-15, 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.

PLAINTIFF: Village of Glendale Heights 7298  
 Ordinance Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

The complainant on oath states that the defendant did violate Section \_\_\_\_\_ of the Village Code (Zoning Ordinance of Glendale Heights in that described violation):

Code Enforcement Officer Signature: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Time \_\_\_\_\_

**AN ADJUDICATORY HEARING WILL BE HELD ON:** \_\_\_\_\_ At 300 Civic Center Plaza, Glendale Heights, IL 60139

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Time \_\_\_\_\_

**FAILURE TO COMPLY OR APPEAR WILL RESULT IN THE IMPOSITION OF A JUDGEMENT DEFENDANT READ REVERSE SIDE CAREFULLY.**

# Suspension or Revocation of License or Certification

## 10-14A-16: SUSPENSION OR REVOCATION OF LICENSE

### Suspension Procedures:

1. A license may be suspended by the code official when any violation of applicable village codes has been identified by the Community Development Department and the property owner 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.
2. When a license is suspended, the code official shall send notice to the property owner or the listed 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:
  - a. Description of the residential rental property sufficient for identification;
  - b. A statement of the reasons for the suspension;
  - c. An explanation of the property owner's right to appeal the suspension to the Village Administrator; and
  - d. If the property owner changes his address or changes property management agents and fails to notify the Community Development Department, such notice shall be sufficient if sent by certified mail to the owner or his property agent's last address provided on the last license application.

3. A property 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 licensed residential rental property, in connection with which the notice was issued, is now in compliance with this article, then the code official may reinstate the license. The request for a re-inspection shall not stay the revocation of the license.

4. Any person 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 circuit court or administrative hearings and any fines, and Administrator and/or prosecution of violations in the county penalties imposed by said court or administrative hearing officer. The Village Administrator may dismiss the charges and reinstate the license upon proof of compliance or lack of evidence of noncompliance.

#### Revocation Procedures:

1. 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 residential rental property that require the immediate vacating of a structure as specified in the property maintenance code.

2. A license which has been properly revoked as herein provided shall not be reinstated. The property owner may, however, obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license and payment of appropriate fee as set forth in this article.

3. If a license is revoked without having the opportunity of a suspension hearing, the property owner has the right to appeal that revocation. Said appeal shall conform to subsection (A) (4) of this section. 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 property owner.

4. Whenever a license is revoked, the code official shall send notice to the property owner or the listed 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 residential rental property by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following:

*a. You are hereby notified that the license for this structure has been revoked pursuant to Title 10, Chapter 14, Article A of the Glendale Heights Municipal Code.*

*b. You must vacate this structure 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 structure or dwelling unit.*

*c. If you fail to vacate this structure, you will be in violation of Title 10, Chapter 14, Article A of the Glendale Heights Municipal 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 residential rental property in violation of this article.*

# **Program Exemption**

## **10-14A-18: EXEMPTIONS FROM PROVISIONS**

This article shall not apply to the following structures:

- A. Single-family owner occupied structures;
- B. Single-family residential structures or dwelling units which are vacant but, which are not intended to be let for rent;
- C. Townhouse and condominium owner occupied units;
- D. Hotels, motels, and other structures which rent rooms to occupants if such occupancy is transient only; and
- E. Dwellings, buildings, structures and uses licensed and inspected by the State of Illinois, including, but not limited to, nursing homes, retirement communities and rest homes.

# **Program / 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 International Property Maintenance Code, 2006; International Residential Code, 2006; National Electrical Code, 2008; and Illinois State Plumbing Code, 2014, as may be amended from time to time.

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

**PREMISES:** A lot, plot or parcel of land, including the interior and exterior of any structures thereon.

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

RESIDENTIAL RENTAL PROPERTY: Single-family attached and detached dwelling residential structures or dwelling units, not owner occupied, and intended to be rented or leased, with or without compensation, to tenants, including family members.

#### **10-14A-19: 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 this code, nor to seek penalties for violations of other provisions of this code.**

This chapter explained the Licensing and Inspection of Single-Family Residential Rental Properties Ordinance which lays the foundation for partnering with the Village, landlords, managers, and tenants to provide and maintain rental properties within the Village of Glendale Heights. The steps set forth in the ordinance list the requirements for licensing, lease addendums, inspection and maintenance of properties, and the enforcement actions that can result from non-compliance.

Avoiding penalties requires following the ordinance. Obtaining licenses and providing the required information are the first step. Involving landlords, managers and tenants in the monitoring of property maintenance and not tolerating criminal conduct in and around the property is next. Complying with notices of existing violations in a timely manner avoids penalties and reduces liability. Following the rules and requirements of the ordinance, lease, and addendum will establish an environment where prevention of crime can foster a pleasant place to live for all residents of the Village.



# Chapter 2

## The Nuisance Ordinance and Other Related Ordinances

The Glendale Heights Police Department responds to numerous calls for service to private homes, rental properties, commercial and industrial locations throughout the year. A primary function of that service is crime prevention. When police officers are repeatedly summoned to an address for nuisance complaints, valuable resources are taxed. The Village passed the Nuisance Ordinance 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 public nuisance as defined in the ordinance. In addition to the language of the Nuisance Ordinance, a few of the many ordinances that have resulted in enforcement of the regulations in the Nuisance Ordinance have been provided.

Landlords and managers who proactively respond to notification that their property has become a public nuisance can protect their investments and help tenants avoid reoccurring nuisance conduct. The Nuisance 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 public nuisances, 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 a public nuisances at their property, it could result in the Village abating the nuisance at the expense of the property owner.

# Nuisance Ordinance

## 5-2-1: PUBLIC NUISANCES DEFINED AND PROHIBITED; UNEQUAL DAMAGE

A. It shall be unlawful for any person to permit or maintain the existence of any nuisance on any property under his control. A "public nuisance" is hereby defined as anything which is injurious to health, or is indecent, or is offensive to the senses, or is an obstruction to the free use of property such as loud and raucous noise, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, stream, or ditch, or any public park, square, street, or highway.

B. An act which affects an entire community or neighborhood, or any considerable number of persons, as specified in subsection A of this section, is not less a nuisance because the extent of the annoyance or damage inflicted upon individuals is unequal.

## 5-2-2: RESIDENTIAL RENTAL PROPERTY NUISANCES

A. Nuisance Declared: It is hereby declared a nuisance and declared against the health, safety and welfare of the village for any person, firm, partnership, association, corporation, or other legal entity to allow or permit the following:

1. Rental of "residential rental property", as defined in section 10-14A-1 of this code, and of multiple-family dwellings, as defined in section 10-14B-1 of this code, to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, harmful materials, sale of obscene publication, criminal housing management, possession of

explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois controlled substances act, violation of the cannabis control act, maintenance of a public nuisance in violation of 720 Illinois Compiled Statutes 5/37-1 or commission of any two (2) or more of any other crimes under the state of Illinois or under the federal government not specifically listed in this subsection.

2. Rental of "residential rental property", as defined in section 10-14A-1 of this code, and of multiple-family dwellings, as defined in section 10-14B-1 of this code, to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur: commission of four (4) or more village ordinance violations in a six (6) month period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed in subsection A1 of this section that, when compared to other properties in the village of similar type, reasonably indicate that the activity at this property is out of character for the area and is impacting the quality of life of those in the area.

## Criminal and Nuisance 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 5-2-2 incidents are forwarded to a Department Crime Prevention Rental Housing (CPRH) Officer.



More information about the Police Department is available at the Village website:

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

## Criminal and Nuisance Incident Notification

The CPRH Officer reviews the incidents and sends notice of the 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 as may be needed. That notification also advises property managers to provide notice to tenants related to the criminal or nuisance calls that management has been made aware and is warning against any additional activities of a similar nature.

Appendix A

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

Date: \_\_\_\_\_

Attn: Landlord of Property at: \_\_\_\_\_ Glendale Heights, Illinois

Landlord: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

As part of the Village of Glendale Heights Rental Property Crime Prevention Partnership Program, the Glendale Heights Police Department wants to make you aware of an incident at the above listed property. The purpose of this notification is a measure to assist you in taking corrective civil action against problem tenants on your property, to help reduce crime and report police responses, and maintain a high quality of life for residents. For confidentiality reasons, not all incidents on your property may be reported to you.

The incident involved one of the following:

Loud Party       Trespass/Unwanted Entry       Theft/CDDP  
 Nuisance complaint       Domestic incident       Drug activity  
 Disturbance       Civil Inmate       Other: \_\_\_\_\_

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 630-261-6070 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 us if you have any questions about this notification. Thank you for your cooperation.

Detective Greg Guse       Detective Dennis King  
 Glendale Heights Police Department      Glendale Heights Police Department  
 Crime Prevention Rental Hearing Officer      Crime Prevention Rental Hearing Officer  
 630-909-3449      630-909-3454

GP 4202      Page 1 of 1

These notices are forwarded to the Community Development Department for further analysis and review. Owners of property with criminal and nuisance incidents qualifying as violations as set forth in Section 5-2-2 will be sent citations for violation of Section 5-2-1, permitting or maintaining the existence of any nuisance on any property under the owner and/or manager's control.

When issued, the identified in

PLAINTIFF:  
 Village of Glendale Heights      7298  
 (Defendant Name)      (Fee)

Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_      (Defendant)

The complaint on oath states that the defendant did violate Section \_\_\_\_\_ of the Village Code (Zoning Ordinance of Glendale Heights) in that described violation: \_\_\_\_\_

Code Enforcement Officer Signature - (Badge #) \_\_\_\_\_      Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Time \_\_\_\_\_

AN ADJUDICATORY HEARING WILL BE HELD ON: \_\_\_\_\_ At: 300 Civic Center Plaza, Glendale Heights, IL 60139

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

Mar. 2011

citations are defendant 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.

B. Violations; Suspension Or Revocation Of License; Appeals: The Village Administrator may suspend and/or recommend revocation of any license issued permitting the rental of residential property and multiple-family dwellings if it appears, to his or her satisfaction from the report of any village officer or village employee making an inspection, or any other available information, that the licensee is violating any law or ordinance, or is in violation of this chapter, or is operating in a manner not conducive to the public health, safety or morals. Any suspension of a license may be appealed directly to the Village Hearing Officer within fifteen (15) days of the Village Administrator rendering his or her decision for suspension. In the event the Village Administrator determines that revocation of the license is appropriate, he or she shall so forward his or her recommendation to the Village Hearing Officer for his review and determination.

#### 5-2-3: NOTICE TO ABATE; FAILURE TO COMPLY

It shall be the duty of the Village Administrator to serve notice, in writing, upon the owner, occupant, agent or person in possession or controlling any lot, building or premises in or upon which any nuisance may be found, requiring him to abate the same within a reasonable time. In the event that any person fails to comply with the notice provided in this section, the Village may abate such nuisance.

#### 5-2-4: SUMMARY ABATEMENT

Whenever any nuisance shall be found on any premises within the village which constitutes a threat to the health, welfare or safety of the public, a police officer is hereby authorized, in his discretion, to cause the same to be summarily abated in such a manner as he may direct. Whenever the notice required by this chapter cannot be served, the nuisance may be abated without notice.

#### 5-2-5: ABATEMENT COSTS

In any case where a nuisance is abated by the Village, the expense of abatement shall be collected from the person who created, continued or suffered such nuisance to exist, in addition to any penalty or fine.

#### 5-2-6: 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 5-2-6 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.

## **Other Related Ordinances**

Some of the more frequently encountered police enforced ordinances 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 and lesser offenses, as well as individual incidents such as drug use, assault, battery, gang activity and other criminal conduct, will result in the landlord being held accountable through the Nuisance Ordinance.

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

(A full version of this particular ordinance and the entire Code can be viewed via the Village website.)

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;
- 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-4: DRUNK AND DISORDERLY CONDUCT

No person shall be drunk or shall be in a state of intoxication in any street, avenue or public place or in any private house or place to the disturbance of any person.

#### 6-6A-5: DISTURBING ASSEMBLIES

No person shall willfully interrupt or disturb any school or other assembly of people met for a lawful purpose, and no person shall interrupt or disturb any religious assembly.

6-6A-6: UNLAWFUL ASSEMBLIES

(A full version of this particular ordinance and the entire Code can be viewed via the Village website.)

A. No person shall assemble, congregate or collect in bodies, crowds, groups of three (3) or more for any unlawful purposes within the limits of the Village; nor shall any person in a body of three (3) or more congregate, loiter, linger, stand together or near to each other on any sidewalk, street, alley, public parking lot, public park or public passageway or in front of, about or upon any stairway, doorway or window of any church, theater, auditorium, school, hall or other public building so as to obstruct, block, impede or interfere with the free passage of persons on or upon said public sidewalks, streets and ways, or so as to obstruct, impede or interfere with the free passage of persons entering or occupying any such public buildings or premises or any premises fronting upon any public sidewalk, street or way, when requested to immediately disperse and move by any police officer.

6-6B-1: TRESPASS

A. Prohibited: It shall be unlawful for any person to commit a trespass within the village upon either public or private property.

B. Acts Constituting Trespass: Without constituting any limitation upon the provisions of subsection A of this section, any of the following acts by any person, firm or corporation shall be deemed included among those that constitute trespasses in violation of the provisions of said subsection A:

1. An entry upon the premises, or any part thereof, of another, including any public property in violation of a notice posted or exhibited at the main entrance to the premises or at any point of approach or entry or in violation of any notice, warning or protest given orally or in writing by any owner or occupant thereof;

2. The pursuit of a course of conduct or action incidental to the making of an entry upon the land of another in violation of a notice posted or exhibited at the main entrance to the premises or at any point of approach or entry or in violation of any notice, warning or protest given orally or in writing by any owner or occupant thereof;

3. A failure or refusal to depart from the premises of another in case of being requested, either orally or in writing, to leave by any owner or occupant thereof;

4. An entry into or upon any vehicle, aircraft or watercraft made without the consent of the person having the right to the possession or control thereof or a failure or refusal to leave any such vehicle after being requested to leave by the person having such right.

## 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.

### Rental Property Maintenance Awareness

It is noteworthy that Section 6-9-2,B. holds landlords 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.

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 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 Nuisance 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.



# 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.

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 beginning. 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.

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
- 2004 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 references and check into their history. 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 Nuisance 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.

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 choice.

### 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 on the Crime Prevention Lease Addendum.

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.

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

<http://www.ilga.gov/legislation/ilcs/ilcs3.aspActID=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.illinoisattorneygeneral.gov/>

# 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 affect 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 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 Building Code establishes the maximum occupancy of every home 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 is available at the Illinois General Assembly website for review:  
<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?>

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 Sherriff. 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





# **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 3 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.

### 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.

Here are a few curb appeal recommendations from home improvement experts.

- 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, as offered by popular home improvement shows, magazines and blogs, are based on the same underlying requirements found in the codes of Village of Glendale Heights. (See page 37.) Failing to maintain these types of issues, as recommended and as required by Code, can be costly.

# 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 that 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.ghprf.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 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.

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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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 is available at the Village website.

[https://glendaleheights.org/GenInfo/forms/ComDev/  
real\\_estate\\_rental\\_multifamily\\_inspection\\_form\\_sample.pdf](https://glendaleheights.org/GenInfo/forms/ComDev/real_estate_rental_multifamily_inspection_form_sample.pdf)



# 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

Glenside and Bloomingdale Fire Protection Districts provide the Village of Glendale Heights with professional fire fighting services. Both Districts operate ambulance services. They each conduct life safety education programs, such as fire prevention and CPR training. The Fire Protection District service areas are determined by a properties location north or south of the Chicago Central and Pacific Railroad which bisects the Village.

### 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 Crime Prevention Rental Housing Officer 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 fortunate to have one of the satellite court facilities for the 18th Judicial Circuit Court in DuPage County. Field Court, or what is commonly referred to as Traffic Court, is held in the Council Chambers on the second floor of Village Hall. 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 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 also held in the same location as Field Court. The Adjudicator serves much like a judge in Field 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 indicate 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.

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.

## 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	630.668.5323
Bloomington Fire Protection District	630.894.9080
AMITA Health Adventist Medical Center, GlenOaks	630.545.8000

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

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 Fonte, Deputy Mayor & Trustee District 2 <a href="mailto:sfonte@glendaleheights.org">sfonte@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
Raquel Becerra, Village Administrator <a href="mailto:raquel_becerra@glendaleheights.org">raquel_becerra@glendaleheights.org</a>	Ext. 5331
Roger Mabbitt, Assistant Village Administrator <a href="mailto:rmabbitt@glendaleheights.org">rmabbitt@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
Holly Beth Wood, Administrative Services Manager <a href="mailto:hollybeth_wood@glendaleheights.org">hollybeth_wood@glendaleheights.org</a>	Ext. 5341
Keith Knautz, Director of Parks, Recreation & Facilities <a href="mailto:kknautz@glendaleheights.org">kknautz@glendaleheights.org</a>	Ext. 5120

Rachael Kaplan, Director of Public Works <a href="mailto:rachael_kaplan@glendaleheights.org">rachael_kaplan@glendaleheights.org</a>	Ext. 5150
Michael Marron, Chief of Police <a href="mailto:mmarron@glendaleheights.org">mmarron@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
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:michael_heimbecker@glendaleheights.org">michael_heimbecker@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
<b>Other Area Phone Numbers</b>	
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

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
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

Government:	
Governor Bruce Rauner	312.814.2121
Lt. Governor Evelyn Sanguinetti	312.814.5240
Attorney General Lisa Madigan	312.814.3000
Secretary of State Jesse White	312.793.1010
State Representatives:	
Deborah O'Keefe Conroy, Dist. 46	630.415.3520
Sandra Pihos, Dist. 48	630.582.0045
U.S. Representative:	
Tammy Duckworth, 8th District	847.413.1959
U.S. Senators:	
Richard J. Durbin	312.353.4952
Mark Kirk	312.886.3506
State Senator:	
Thomas Cullerton, Dist. 23	630.903.6662
Kirk Dillard, Dist. 24	630.969.0990

### 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 Properties 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 Nuisance Ordinance, the Police Department's CPRH Officer will notify you of police calls for service at your property. Code Enforcement Officials evaluate the record of nuisance calls and will issue citations 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 Multiple-Family Dwelling Rental Properties 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.**

#### Check List Continued

- ✓ **Landlords and managers must comply with the requirements of the Licensing and Inspection of Single-Family Residential Rental Properties Ordinance Section 10-14A-4. 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 10-14B-4 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 language is required by Section 10-14A-12:C. of the Single-Family Residential Rental Properties Ordinance.**
- ✓ **To obtain your initial license and during renewal, submit the completed application pages, lease addendum, 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.**



## **Compliance Requirement Regarding the Licensing and Inspection of Single –Family Rental Properties 10-14A-4**

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

I, \_\_\_\_\_, in accordance with the requirements  
 (Print Name)  
 of the Glendale Heights Village Code, Chapter 14 entitled 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)

Subscribed and Sworn before me on

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

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

\_\_\_\_\_  
 Notary

Owner: List all relevant rental property addresses:

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

Village of Glendale Heights Official Use:	
<input type="checkbox"/> Single-Family Rental 10-14A-4	<input type="checkbox"/> Multi-Family Rental 10-14B-4
Date Received: ____/____/____	
Received by: _____ (Print)	
Initials: _____	ID#: _____

\*Attach list of any additional properties if needed.

Rev. 12/03/15

Village of Glendale Heights \* 300 Civic Center Plaza \* Glendale Heights, IL 60139  
 (630) 260-6000 \* (630) 260-9728 facsimile



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300 Civic Center Plaza  
Glendale Heights, IL 60139  
630-260-6000  
[www.glendaleheights.org](http://www.glendaleheights.org)