

AN ORDINANCE ADOPTING CHAPTER 156
(RESIDENTIAL RENTAL PROPERTY LICENSING AND CRIME FREE HOUSING) OF
THE VILLAGE CODE OF ORDINANCES

WHEREAS, periodic review of the provisions of the Village Code of Ordinances has indicated the need for certain revisions and clarifications thereto; and

WHEREAS, the Village is a home rule municipality under the provisions of the Illinois Constitution of 1970, and as such may exercise any power and may perform any function pertaining to its government and affairs; and

WHEREAS, it is in the best interests of the Village to adopt new ordinance provisions to be codified as and for a new Chapter 156 (RESIDENTIAL RENTAL PROPERTY LICENSING AND CRIME FREE HOUSING) in substantially the form attached hereto as Exhibit A.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS; THAT:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2: ADOPTION OF CHAPTER 156. That all heretofore adopted Village Ordinances codified as and for the Village Code of Ordinances shall be and hereby are amended by the addition of the text set forth in Exhibit A hereto, a copy of which is attached and incorporated herein by reference, and the same shall thereafter be codified as and for said Chapter 156 (RESIDENTIAL RENTAL PROPERTY LICENSING AND CRIME FREE HOUSING) of the Village Code of Ordinances.

SECTION 3: SEVERABILITY. That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 4: CONFLICTS. All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 2nd day of March, 2016, with 6 members voting aye, with 0 members voting nay, and with 0 members absent or passing, and said vote being:

Trustee Linda S. Palmiter	AYE	Trustee Ken Griffin	AYE
Trustee Jose Chavez	AYE	Trustee Dave Richards	AYE
Trustee Brian Clancy	AYE	Trustee Sue A. Micklevitz	AYE


Dr. Bernice Holloway, Village Clerk

APPROVED this 2nd day of March, 2016.


John Noak, Village President

Attest:

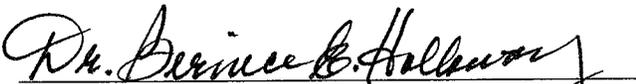

Village Clerk

EXHIBIT A—CHAPTER 156

CHAPTER 156: RESIDENTIAL RENTAL PROPERTY LICENSING AND CRIME FREE HOUSING

156.01 PURPOSE.

The purpose of this Chapter is to provide for the annual licensing of residential rental property so as to protect the public health, safety, and welfare of the Village in the following manner:

(A) Providing minimum standards for the maintenance, operation, use, and appearance of residential rental properties.

(B) Preventing living conditions that adversely affect or are likely to adversely affect the life, safety, health, and general welfare of persons occupying rental dwelling units.

(C) Preserving the value of land and buildings throughout the Village.

(D) Reducing and preventing crime in residential rental properties and throughout the Village.

156.02 INTERPRETATION AND APPLICATION OF CODE.

In their interpretation and application, the provisions of the Code or Ordinances shall be held to be minimum requirements adopted for the protection of the public health, safety, and welfare of the Village. This Code and The International Property Maintenance Code, 2000 Edition, with all local amendments as adopted by the Village, shall apply as minimum standards for maintenance of residential rental housing, as set forth in Chapter 151 and Chapter 155 of this Code. Where the requirements of this Code vary from any other lawfully adopted state or Village laws, rules, regulations, ordinances, codes, deed restrictions, or covenants, the more restrictive or that imposing the higher standards shall govern. The Village does not enforce any private covenants between land owners or tenants nor does it adjudicate or resolve conflicts between neighboring property owners.

156.03 DEFINITIONS.

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, in accordance with occupancy limitations, including permanent provisions for living, sleeping, eating, cooking and sanitation.

OPERATE. To own, manage, maintain, rent, lease, advertise, or offer for rent or lease any residential rental property or any dwelling unit therein for the purpose of renting to others.

OWNER. The person or persons, jointly or severally, that hold legal or equitable title to a parcel of property, including a mortgage holder in possession.

PERSON. An individual, partnership, corporation, business trust, estate, trust, beneficial interest holder, association or any other legal or commercial entity.

PROPERTY. Any unimproved or improved real property or portion thereof situated in the Village, including the buildings or structures located on the property regardless of condition.

PROPERTY AGENT. A natural person designated in writing to the Village as having authority to manage a residential rental property including the authority to receive notices or citations. Such a person shall reside or maintain regular office/business premises at a location within fifty (50) miles of the corporate limits of the Village. An owner of five (5) or more residential rental properties must have a property agent meeting the foregoing requirements with respect to such properties. An owner of five (5) or more residential rental properties may designate himself or herself as property agent for such properties if he or she complies with the foregoing requirements. Owners of four (4) or less residential properties shall not be required to use or maintain a property agent with respect to such rental properties.

RENT. To provide or offer for possession or occupancy a dwelling unit to a person who is not the legal owner of record thereof, pursuant to an agreement, whether written, oral, or implied, for consideration or pursuant to articles of agreement for deed or similar agreement, if not recorded with the Recorder of Deeds of Will County, Illinois.

RENTAL LICENSE. A license required for any owner of a residential building, structure, dwelling, or dwelling unit who rents, leases, or controls any portion of the property, building, or structure to another person, business, corporation, or entity for any fixed period of time.

RESIDENTIAL RENTAL PROPERTY. A dwelling unit that is rented or intended to be rented to persons other than the person(s) holding legal or equitable title to the property. A dwelling unit occupied by a purchaser under the provisions of the chapters of agreement for deed or similar agreement shall be considered a residential rental property unless the chapters of agreement or similar agreement have been recorded with the Recorder of Deeds of Will County, Illinois. There shall be a presumption that any dwelling unit that is not occupied by its owner is a residential rental property.

TENANT. The person or persons occupying the residential rental property pursuant to a rental agreement or lease for income or for payment to the owner in return for the right to occupy or use the residential rental property.

156.04 RESIDENTIAL RENTAL LICENSE REQUIRED.

(A) No person shall operate or rent any residential property without having obtained a license for such property from the Village. All licenses shall be issued in accordance with the provisions of this Chapter and this Code. Each license shall be issued only to the premises and the owner

named in the application. No change of location will be permitted. Licenses shall not be transferable or assignable.

(B) This licensing requirement shall not apply to:

- (1) Single family dwellings for which a certificate of occupancy is not required under Chapter 155 of this Code;
- (2) Hotels and motels;
- (3) Nursing homes, retirement centers, rest homes, or hospices licensed, inspected, and governed by state or federal laws, rules, or regulations;
- (4) Group homes governed by 405 Illinois Compiled Statutes 351/1 *et seq.*, as amended, Specialized Living Centers Act, dealing with the developmentally disabled or other similar uses governed by state or federal laws, rules, or regulations; and
- (5) Dormitories or similar housing operated by a university, college, or other institution of higher learning.

(C) Each applicant for a residential rental license shall file a written application and shall submit the following information on an application provided by the Village:

- (1) Name, postal address, and home and business telephone numbers of the owner of the property.
- (2) If property is held in Trust, the name, postal address, home and business telephone numbers of the beneficiaries; the percentages of the ownership of all the beneficiaries of the trust; appropriate corporate or partnership information; including the name of the registered agent, president, manager or managing partner; and the name, postal address, and phone number of the property manager or management company representing the owner.
- (3) Name, postal address (No P.O. Boxes), email address, and business, home, and mobile telephone numbers of the owner and property agent to be contacted when potential violations of municipal ordinances occur. No license application shall be approved without the appointment of a property manager and the provision of this contact information.
- (4) Telephone number of the owner (or property agent, if the owner is required to maintain a property agent) to be contacted when an emergency exists.
- (5) An acknowledgement that an owner or property agent shall be reasonably accessible to the Village and have a telephone number which shall be available to the Village at any time.
- (6) An acknowledgement that the rental property shall undergo an inspection by the Village pursuant to Chapter 155 of this Code. No license shall be issued or renewed unless the owner or operator agrees in their application to inspection

pursuant to Chapter 155 of this Code. No license shall be issued or renewed without proof that the residential rental property has been inspected and a current and valid certificate of occupancy has been issued for such residential rental property as required by the provisions of Chapter 155 of this Code.

(D) In the event any of the information requested for a residential rental license should change, it shall be the obligation of the owner to notify the Village in writing within ten days of the change.

(E) The cost of an annual license shall be as follows:

- (1) Single family dwelling unit: \$75 per residential dwelling unit for the initial license, and \$65 per residential dwelling unit for subsequent license renewals where the owner attends the required crime-free housing seminar by means of viewing a Village-approved online presentation. The license renewal fee for owners attending a live/in person Village crime free housing seminar shall remain \$75; and
- (2) Apartment and multi-family buildings, (more than one unit per building): \$100 per residential building.

Licenses shall be issued on a calendar year basis, beginning January 1 of each year, and expiring on December 31 of each year. If ownership of a residential rental property changes during a license year, a new license shall be required. License fees shall not be prorated.

(F) An owner may renew his residential rental property license at the expiration thereof, if the owner intends to continue to rent, provided that all qualifications to receive the license have been met, the owner has paid all applicable business license fees and any other fees and monies owed to the Village, and the residential rental property is suitable for its purpose. Renewal privileges shall not be construed as a vested right.

156.05 CRIME-FREE HOUSING.

(A) All persons applying for a rental license for residential property shall have successfully completed a mandatory crime-free housing seminar, administered by the Police Department, prior to issuance of the license. The crime free housing seminar shall also include a training component pertaining to landlord responsibilities under the Fair Housing Act, 42 USC 3601-3619. The seminar may be attended after an application has been submitted. The license will be issued only after successful completion of the seminar. All persons with a rental license shall take a "refresher" seminar every three (3) years. Owners of single family residential dwelling units shall be eligible to take the required "refresher" seminar by viewing and participating in an online program to be developed by the Police Department.

(B) *Crime-Free Lease Addendum.*

- (1) Any owner or property agent entering into leases regarding residential rental property shall utilize a crime-free lease addendum or include a clause in the lease

substantially similar to a crime-free lease addendum. All leases and crime-free lease addendums used in connection with the leasing of residential real property or residential units licensed under this Chapter shall be in writing. Samples of crime-free lease addendums shall be available from the Police Department. The Department shall review any clauses within actual leases to determine if the clause is substantially similar to the required crime-free lease addendum. The Village may from time to time update the required provisions of the crime-free lease addendum. All owners or property agents shall advise prospective tenants of the required crime-free lease addendum prior to entering into any lease or rental agreement. The crime-free lease addendum shall make criminal activity a lease violation and shall specify that criminal activity is not limited to violent criminal activity or drug-related criminal activity engaged in by, facilitated by, or permitted by the tenant, a member of the household, a guest or any party under the control of the tenant. The operator or property agent shall take all reasonable action to enforce the terms of the crime-free housing addendum by initiating an eviction proceeding as specified in the Illinois Forcible Entry and Detainer Statutes. Proof of a criminal violation shall be by a preponderance of the evidence.

- (2) It shall constitute a violation of this Chapter for any owner or property agent to knowingly permit any tenant to occupy any residential rental property without entering into a crime-free lease addendum or to occupy any residential rental property in violation of any provision of the crime-free lease addendum required under this Chapter. Any failure to include a crime-free lease addendum or similarly approved language may result in suspension or revocation of the residential rental license. Any failure of an owner to take reasonable action to enforce the terms of the crime-free lease addendum after having been notified by the Police Department of activity of conduct occurring on the residential rental property in violation of the addendum, and after receiving a reasonable opportunity to remedy such activity or conduct, shall be sufficient grounds for the suspension or revocation of his or her residential rental license.
- (3) Notwithstanding any contrary provision of this Chapter or of this Code, no owner or property agent shall take any action under a crime-free lease addendum required hereunder to the extent that such action violates the provisions of 65 ILCS 5/1-2-1.5(b).
- (4) No owner or property agent entering into leases regarding residential rental property shall enter into any such leases without having first performed a criminal background check on the prospective tenants. The background check shall be conducted in compliance with all applicable laws.
- (5) No owner or property agent entering into leases or crime free housing lease addendums regarding residential rental property shall permit any tenants to occupy any such residential real property without having first provided copies of

all leases, crime free housing lease addendums, and criminal background checks to the Police Department.

156.06 INSPECTIONS.

(A) All residential rental properties shall be subject to inspection as provided for in Chapter 155 of this Code. Completion of property inspections required by Chapter 155 shall be a condition to the issuance or renewal of any residential rental license under this Chapter 156.

(B) The owners and designated property agents shall be responsible for informing their tenants of any scheduled inspection or re-inspection of any residential rental property required under Chapter 155, and they shall be responsible for requesting permission from any person whose consent is necessary for Village personnel to enter the property if that person is not home at the time of the inspection or re-inspection. All such inspections and re-inspections shall be documented by a written report. In the event that the owner and/or designated property agents dispute the facts contained in any written report of any inspection or re-inspection, or the application of Chapter 155 to those facts, the owner and/or designated property agents may appeal the decision reflected in the written inspection report or re-inspection report by so notifying the Village Manager in writing via regular U.S. Mail addressed to the Village Manager—Inspection Appeal Notice, 1050 W. Romeo Road, Romeoville, Illinois 60446, within seven (7) days of the date of the written inspection or re-inspection report. The Village Manager shall schedule a hearing date within twenty one (21) days of the date of the written inspection or reinspection report in writing via regular U.S. mail addressed to the property owner or property agent at such addresses as they shall have provided to the Village in the application(s) made under this Chapter. The issues to be reviewed on appeal shall be limited to the factual matters referenced in the written inspection or re-inspection reports, and the application of the provisions of Chapter 155 to those facts. The formal rules of evidence shall not apply at such a hearing, but only evidence relevant to the issues under review shall be received. The Village Manager shall issue a written decision on the appeal within seven (7) days of the date of the hearing. By written agreement, the Village Manager and any property owner or property agent may agree to modify the timing and scheduling of the appeal hearing. The Village shall provide notice to both the owner and the tenant, on a form provided by the Village, of the owner's and/or tenant's right to refuse consent, as applicable, to the residential licensing inspection and to require the Village to obtain an administrative search warrant. If any tenant, occupant, or other person in control and/or possession and whose consent to inspect is necessary concerning a residential rental property or a dwelling unit contained therein fails or refuses to consent to access and entry to the property or dwelling unit under his or her control for any residential licensing inspection required by this chapter, the Village may apply to the circuit court for an administrative search warrant. The application for the administrative search warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection shall be limited to a determination whether there are any violations of the minimum property maintenance standards of the Village as set forth in Chapters 151 and 155 of the Village Code of Ordinances. Nothing set forth herein shall limit the right of an owner or tenant, as applicable, to grant the Village access to the dwelling unit.

156.07 NUISANCE RESIDENTIAL RENTAL PROPERTY.

It is hereby declared a nuisance and to be against the health, safety, peace, and comfort of the Village for any property owner or owner's agent to allow or permit the following:

(A) Rental of a rental unit, or residential rental property, to a tenant who allows any of the following offenses to occur on or near the rental unit or residential real property, common areas or appurtenances leased to or used by the tenant: murder, kidnapping, sexual assault, robbery, burglary, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale or distribution of obscene publications, 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 or commission of any other crime under state or federal law not specifically listed above. Prohibition of these offenses applied also to members of the tenant's household, guests, or other parties under control of the tenant.

(B) Rental of a rental unit or residential rental property to a tenant who allows any of the following offenses to occur on or near the rental unit or residential real property, common areas, or appurtenances leased to or used by the tenant: commission of four or more Village ordinance violations in a one year period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed above 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. Prohibition of these offenses applies also to members of the tenant's household, guests or other parties under control of the tenant.

(C) For purposes of division (A) and (B) above, it shall be sufficient evidence that a described offense occurred if the offender has been arrested or cited for one or more of the offenses described in division (A).

(D) If the residential rental property constitutes a nuisance as hereinabove provided, the property owner can be fined pursuant as provided in the Code of Ordinances, shall be subject to having his or her license revoked as provided herein, and shall be subject to the commencement of an enforcement action under this Chapter.

(E) It shall be a defense to any enforcement action for an alleged violation of this Chapter 156.07 that the property owner or property agent has taken and is diligently pursuing action to enforce the provisions of the crime free lease addendum applicable to the residential real property.

156.08 ENFORCEMENT PROCEDURES.

(A) All sworn personnel of the Village Police Department and all members of the Code Enforcement Division thereof are authorized to exercise the police power of the Village through judicial enforcement proceedings in such manner and to such extent as any of them shall

determine that the character of the violation and the interests of public health, safety and welfare warrant to secure compliance with the provisions of this chapter and this Code.

(B) The sworn personnel of the Village Police Department and all members of the Code Enforcement Division thereof are authorized and shall demand compliance with the provisions of this title and this Code through judicial enforcement actions including, but not limited to, prosecution for violations, and to recover any penalty or fine and costs, the institution of the appropriate action of law or in equity to restrain, correct or abate such violation, to require the removal of the unlawful use or to prevent the continued occupancy of any residential real property in violation of the provisions of this Chapter. In addition, in such judicial enforcement actions they may seek the revocation of any license issued hereunder if the licensee is in continuing violation of any law or ordinance, or if a nuisance violation pertaining to tenant activity on the premises has or continues to occur, or if the licensee is operating in a manner otherwise prohibited by any Chapter of this Code. Prior written notice of a violation shall not be required for the initiation of judicial enforcement actions. The sworn personnel of the Village Police Department and all members of the Code Enforcement Division thereof shall institute or cause to be instituted the appropriate legal proceedings to prosecute, restrain, correct or abate any violation or to require removal or termination of the unlawful use of the premises, building or structure in violation of the provisions of this title or of any order or direction made pursuant thereto.

(C) All enforcement actions under this Chapter shall be commenced in accordance with the applicable provisions of Article 1, Division 2 of the Illinois Municipal Code.

(D) Any person, firm, or corporation that fails to obtain a license when required or operates a residential rental property without such a license that violates, disobeys, omits, neglects or refuses to comply with the provisions of this chapter shall be subject to the initiation of an enforcement action as set forth in this Chapter.

(E) Any person or legal entity that violates any provision of this Chapter or of this Code or fails to comply with any of the requirements thereof shall be subject to a fine for each offense of not less than \$150.00 nor more than \$750.00, in addition to any equitable relief, abatement action, compliance action, or license revocation that may be obtained in an enforcement action under this Chapter. Each day that a violation continues shall be deemed a separate offense. For properties which contain multiple rented or leased units, each lease or rental agreement which fails to comply with the provisions of this Code shall be construed as a separate offense.

(F) Any person or legal entity charged with any violation of this Chapter that has since come into compliance and that desires to pay the applicable fine in advance of the initial date for a court appearance in an enforcement action under this Chapter may contact the Village and request a re-inspection or other verification by the Village of full compliance with the residential rental licensing provisions of this Chapter. Upon verification of compliance, the Village may accept prepayment of any fine, or may otherwise agree to dispose of the matter in advance of the initial date for a court appearance in an enforcement action under this Chapter, subject to the following conditions:

- (1) No such prepayment may be made less than five (5) days in advance of the initial date for a court appearance in an enforcement action under this Chapter;
- (2) A receipt shall be issued for any such payment;
- (3) Any violation for which the fine or penalty is paid in full by prepayment as provided in this subsection shall not be subject to further prosecution or enforcement action, and the same, if then pending in court, shall be dismissed by the Village;
- (4) If more than two (2) violations are issued for the same property in any one (1) year period, only the first two (2) violations may be prepaid pursuant to this subsection;
- (5) Any violation for which a fine is sought shall be confirmed by the Village to be in compliance not less than five (5) days before the initial date for a court appearance in an enforcement action under this Chapter; and
- (6) The prepayment procedure shall not be available to any person or legal entity that has been the subject of three (3) or more enforcement actions with respect to the same residential rental property.

(G) Notwithstanding any contrary provision of this Chapter or this Code, no enforcement action under this Chapter shall be taken by the Village that violates the provisions of 65 ILCS 5/1-2-1.5(b).

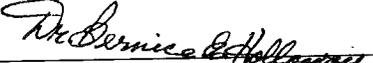
156.09 EFFECTIVE DATE AND IMPLEMENTATION.

The provisions of Chapter 156.01 through and including Chapter 156.08 shall apply to all leases entered into or renewed from and after the adoption thereof by the Corporate Authorities of the Village, and owner and their property agents shall be obligated to comply with such provisions as of such date. Notwithstanding the foregoing, owners and property agents who own or manage residential rental property that is subject to an existing lease which is in full force and effect as of the adoption of the provisions of Chapter 156.01 through and including Chapter 156.08 shall not be required to bring such residential rental property into full compliance with such provisions until such time as the existing lease of such residential property has expired, is renewed or sought to be renewed, or one year has elapsed from the adoption of the provisions of Chapter 156.01 through and including Chapter 156.08, whichever shall first occur.

ORD16-1260
Date: 03/02/16

An Ordinance Adopting Chapter 156 (Residential Rental Property Licensing and Crime
Free Housing) of the Village Code of Ordinances

Published in Book and Pamphlet Form
This 9th day of March, 2016
By the Corporate Authority of the
Village Of Romeoville



Village Clerk