

ORDINANCE NO. 3377

AN ORDINANCE AMENDING CHAPTER 22 "SINGLE FAMILY RENTAL UNIT BUSINESS LICENSE" BY ESTABLISHING LICENSING PROVISIONS FOR ALL RESIDENTIAL RENTAL UNITS AND PROVISIONS FOR CRIME FREE HOUSING

WHEREAS, the Village of Elk Grove Village is a home rule unit of government as set forth and established by the Constitution of the State of Illinois; and

WHEREAS, various rental properties currently exist within the Village including single-family residences, multiple dwelling apartments, condominiums and townhouses; and

WHEREAS, the Village intends to enforce, minimum health and life safety requirements for all residential rental properties with the Village in order to protect the health, safety and welfare of the occupants and visitors of such residential units as well as to preserve and protect the values, quality and safety of properties in the vicinity of such rental properties; and

WHEREAS, the Village further intends to protect, preserve, and promote the health, safety and welfare of its residents through the reduction, control and prevention of criminal and nuisance activities by establishing and enforcing Crime Free Rental Housing provisions.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage as follows:

Section 1: That Chapter 22 "Single Family Rental Units Business License" be deleted in its entirety and replaced with an amended Chapter 22 entitled "Residential Rental Units/Crime Free Housing," which amended Chapter is attached hereto and incorporated herein.

Section 2: That the Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

VOTE: AYES: 5 NAYS: 0 ABSENT: 1

PASSED this 8th day of April 2014.

APPROVED this 8th day of April 2014.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Judith M. Keegan, Village Clerk

PUBLISHED this 11th day of April 2014 in pamphlet form.

Crimefreehousing

CHAPTER 22
RESIDENTIAL RENTAL UNITS / CRIME FREE HOUSING

Sec. 3-22-1 Definitions.

Agent. A person authorized to act for and under the direction of another person when dealing with third parties.

Code Official. The Director of Community Development who is charged with the administration and enforcement of this chapter, or any duly authorized representative.

Common Area. Common areas shall include, but are not limited to, all hallways, stairways, lobbies, utility rooms, laundry rooms, storage rooms, recreation rooms, grounds, refuse areas, parking areas, building extensions, signs and other areas designed for common use by dwelling unit occupants. A common area shall be counted as a single unit in the calculation of the average number of violations per dwelling unit.

Condominium. Shall mean any dwelling unit under individual ownership in a multi-unit structure as provided in the Condominium Property Act of the Revised Statutes of the State of Illinois.

Condominium Association. Shall mean any organization or association which governs the operation of common areas or services for two (2) or more condominiums.

Crime Free Multi-Housing Coordinator. The official who is charged with the administration and enforcement of the Crime Free provision of this Chapter.

Dwelling Unit. Any building or portion thereof that contains living facilities, including provisions for sleeping, eating, and sanitation.

Meaning of Certain Words. Whenever the words "dwelling," "dwelling unit," "rooming units," "premises," or "structure" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof." Words used in the singular include the plural, and the plural the singular; the masculine gender includes the feminine and the feminine the masculine.

Multi-Family Dwelling Unit. A dwelling unit located in any building or portion thereof under common ownership, a condominium, an apartment or other building with multiple dwellings.

Owner / Property Owner. Any person who, alone or jointly or severally with others, shall have legal title to any premises, dwelling, dwelling unit or commercial property with or without accompanying actual possession thereof, or shall have charge, care or control of any premises, dwelling or dwelling unit as owner or agent of owner, or an executor, administrator, trustee or

guardian of the estate of owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter and of rules and regulations adopted pursuant thereto to the same extent as if he were the owner.

Rent. The consideration paid by a tenant to the owner of a rental dwelling unit for the exclusive use by the tenant of part or all of the dwelling unit. The consideration is not limited to cash.

Rental Dwelling Unit. A building, dwelling unit or room occupied and leased by a tenant.

Single-Family Rental Dwelling. Any building which contains separate living facilities, including provisions for sleeping, eating, cooking and sanitation that are located within the Village's designated R-1, R-2, or R-3 Zoning Districts.

Tenant. Any adult person granted use of a rental dwelling unit or room pursuant to a lease with the owner of the rental dwelling unit and shall include any person or family member occupying a rental dwelling unit with or without a lease and irrespective of whether any consideration is paid or required.

Townhouse Association. Shall mean any organization or association which governs the operation of common areas of two (2) or more townhouses.

Sec. 3-22-2 License Required. It shall be unlawful for any property owner to rent, lease or operate a multi-family dwelling, single-family rental dwelling or other rooming house or rental type dwelling unit to a tenant within the Village without first having obtained a license as herein provided.

Sec. 3-22-3 Application. An application for a license under this Chapter shall be filed with the Department of Finance on a form provided by said department. The application shall include a non-refundable annual license fee and shall further include, without limitation, the following information:

- Address of property.
- Property owner's name plus names of any agents or property managers as well as current address and telephone numbers of all of the above.
- Name and date of birth of all tenants including family members or other parties living in the rental unit other than the tenant signing the lease. If tenant information is not available or unknown at the time of the initial application, then the information shall be submitted when the final lease is executed and also on every renewal application.

Sec. 3-22-4 Issuance of License.

- A. No license shall issue unless the unit or units in connection with which the license is sought, is found after inspection, to meet all applicable ordinances, rules and regulations with respect thereto. Rental units which change ownership will be required to be inspected before a new license can be issued, which inspection must indicate that the unit or units are still in compliance as required.

- B. No rental property shall be scheduled for inspection, nor will an operating license be issued or renewed unless the completed application form for each building or unit, as the case may be, is accompanied by payment of the appropriate non-refundable license fee and re-inspection fee and/or late fees as applicable. In addition, no license shall issue to any property owner or for any building which has any outstanding financial obligations with the Village until all accounts have been made current.
- C. No operating license shall issue or be renewed for a nonresident or out of state applicant unless such applicant designates in writing the name of his agent for the receipt of service or notice of violation of any provision of this Chapter and for service of process pursuant to this Chapter.
- D. The initial license year shall commence on October 1, 2014, and all license fees and related costs must be paid prior thereto. The license shall be for a one year period, provided that any rental dwelling that changes ownership within any licensing year will require the new owner to apply for a license as the license is not transferrable. No new license shall issue unless the dwelling unit or units involved are found after inspection to meet all applicable requirements, rules and regulations of this Chapter and such other Ordinances and regulations pertaining to Rental Dwelling Units.
- E. A conditional license may be granted for a term not exceeding six (6) months to those rental dwellings which cannot be fully licensed due to special circumstances, (e.g. weather conditions, unavailability of required materials and/or services, and other circumstances as approved by the Code Official.) All requests for a conditional license must be approved by the Code Official. The application for a conditional license shall be accompanied by the full non-refundable license fee and any rental dwelling license applicant which has not been issued a full license within the six (6) month period shall be deemed to have their application denied.

Sec. 3-22-5 Regulations.

- A. Each license must be displayed in a prominent or conspicuous place within the common ways of the rental dwelling.
- B. Every owner, operator or agent of a licensed multiple dwelling facility shall keep or cause to be kept an accurate record of all repairs, alterations, and equipment changes related to the provisions of this chapter or to any rules or regulations pertaining thereto and of all corrections made as a result of inspections by the Code Official or his inspector. Such record shall be made available to the Code Official at his request and may be used in administrative or judicial proceedings if required or applicable.
- C. Whenever, upon inspection, the Code Official finds that conditions or practices exist which are in violation of the provisions of this Chapter or of any applicable rules or regulations pursuant thereto, he shall serve the owner, operator, or agent as the case may be with notice of such violation or violations. If the cited violations are not corrected within the time period indicated in the notice, the license may be suspended as provided herein.

- D. The licensee must be in compliance with all applicable codes, regulations and ordinances of the Village, including all national or international codes adopted by the Village which relate to any particular dwelling unit or multiple dwelling building or other rental dwelling.

Sec. 3-22-6 Crime Free Rental Housing Program.

- A. Any owner, operator, property manager, or agent of property which is being rented out for residential purposes shall attend and complete a Village of Elk Grove Crime Free Multi-Housing Program Seminar (Seminar), prior to obtaining or being issued a license. Any current single-family rental license holder shall have until the expiration date of the current license to attend the Seminar.
- B. Any owner, operator, property manager, or agent shall attend an additional Seminar prior to the third year anniversary of the issuance of the first license, and any additional Seminars if required by the Crime Free Multi-Housing Coordinator as a result of code violations or existing conditions or circumstances not conducive with the intent and purpose of this Chapter. Thereafter, attendance at additional Seminar shall be excused unless mandated by the Code Official for reasons as above set forth.
- C. The Crime Free Multi-Housing Coordinator shall provide the Finance Director and the Director of Community Development with a list of owners, operators, property managers, or agents who have attended the Seminar, and shall include the date of attendance and verification that said individual and the building which they represent are eligible to obtain or renew an operating license.
- D. Any owner, agent or designee of residential rental property is required to utilize a crime free lease addendum or have a clause in the lease similar to a crime free lease addendum for any leases executed. At the Seminar, the Crime Free Multi-Housing Coordinator shall provide, at no cost, samples of the crime free lease addendum and shall review any clauses within actual leases with the Village's Legal Department to determine if the clause is similar to the crime free lease addendum. The clause is to make criminal activity (not limited to violent criminal activity or drug related criminal activity engaged by, facilitated by or permitted by the renter, member of the household, guest or other party under the control of the renter) a lease violation. The landlord shall have authority under that clause to initiate an eviction proceeding as specified in the Illinois Compiled Statutes Forcible Entry and Detainer Statutes. Proof of criminal violation shall be by a preponderance of the evidence.
- E. *Nuisance Residential Rental Property.* It is hereby declared a nuisance and to be declared against the health, peace and comfort of the Village for any property owner, agent, or manager to allow or permit the following:
1. rental of a residential unit or a residential building within an apartment community or governed by a homeowner's association 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 or commission of any two or more of any other crimes under the State of Illinois or under the Federal Government not specifically listed above;

2. rental of a residential unit, or residential building within an apartment community or governed by a homeowner's association 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 services 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.

Sec. 3-22-7 Inspections.

A. The Village Manager, in conjunction with the Code Official and the Director of Community Development, or a designated agent, shall conduct inspections of rental dwellings as follows:

1. *Multiple Rental Dwellings (i.e. apartments).* Inspections of multiple rental dwellings shall be performed annually with the units to be inspected chosen at random. The number of dwellings required to be inspected shall be determined using the current year's inspection results and then applying the following.
 - a. Twenty-five percent (25%) of dwelling units must be inspected annually if the average number of violations per dwelling unit and its common areas equal three or less violations;
 - b. Fifty percent (50%) of dwelling units must be inspected annually if the average number of violations per dwelling unit and its common areas equal four to five violations;
 - c. One hundred percent (100%) of dwelling units must be inspected annually if the average number of violations per dwelling unit and its common areas equal six or more violations.
2. *Single-Family Rental Dwellings (i.e. attached, detached, and condos).* An inspection of a single-family rental dwelling shall be conducted annually.
3. Such additional inspections as directed by the Village Manager or the Code Official as deemed necessary as a result of complaints or such other information

which would indicate sufficient non-compliance so that additional inspections are deemed necessary and appropriate.

4. The Code Official is hereby authorized to inspect the premises surrounding dwellings, dwelling units, rooming houses, rooming units, dormitories, dormitory rooms and commercial properties subject to this Chapter for the purpose of determining whether there is compliance with its provisions.
5. The owner, occupant, property manager, or other person in charge of a Multi-Family Dwelling Unit, a Single-Family Dwelling Unit or such other dwelling units regulated and licensed herein, upon presentation of proper identification by the Code Official or his representative, shall give entry and free access to every part of the property being inspected, including the outside area surrounding the premises.
6. If any owner, occupant, property manager or other person in charge shall fail or refuse free entry or access to the licensed premises under his control, or any part thereof, with respect to which an inspection authorized by this Chapter is sought to be made, the Code Official may cause the license to be suspended or revoked as provided for in this Chapter.

Sec. 3-22-8 Rental License Fees.

A. Annual License Fees

	<u>Fee</u>
1. Multiple dwelling rental units.	\$50/Unit
2. Single-Family Residence	\$100/Unit
3. Multi-Family Rental Dwelling (Individual Units for Rent)	\$100/Unit
4. Rooming House or Individual Rooms (Within Single Family Residence)	\$50/Unit

B. Inspection Fees

1. Initial inspection included in the license fee.
2. Re-inspections – There is hereby established re-inspection fees with respect to rental housing dwellings. Re-inspection shall be conducted, as necessary, after each compliance date set forth in the inspection report. The first re-inspection fee shall be free of charge. All subsequent re-inspections necessitated by the continued existence of violations shall be as follows:

2 nd Re-inspection	\$100.00
3 rd Re-inspection	\$150.00
4 th and More Re-inspections	\$500.00

No license or renewal license shall be issued unless all fees and costs of inspections are paid in full.

C. Late Charges

1. Late charges for license fees and re-inspection fees shall be 50% of the original amount due provided that late charges will not be assessed within the first thirty (30) days after the due date.

Sec. 3-22-9 Enforcement / Penalties.

- A. Penalty. Any property owner violating any provisions of this Chapter or other applicable code or regulation of the Village shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense and a separate offense shall be deemed committed on each day a violation occurs or continues to exist.
- B. Suspension. The Village Manager may suspend any license issued hereunder for a period of time up to ninety (90) days if it appears from the report of the Code Officer or other Village employee making inspections, or any other available information, that the licensee is violating any law or ordinance, or is operating in a manner not conducive to the health, safety or welfare of the Village.

During the period of suspension, the license shall not be permitted to be renewed, if applicable. Notice of the suspension shall be given to all tenants of the owner notifying them of the suspension and the reasons therefor. Continued rental of any unit during a period of suspension shall be deemed unlawful provided however, that any tenant may remain in the rental unit upon tenant's request to the Village that occupancy continue and all rents are abated during the period of suspension.

Any order of suspension may be appealed to the Village Manager and a hearing requested to determine if the violations causing the suspension have been corrected. If the Village Manager finds that the condition is such that the suspension is no longer necessary or appropriate, he may revoke the suspension. Any request for an appeal and hearing shall stay the sanctions of the suspension.

Should the Village Manager determine after a hearing that the violations have not been corrected, or if no request for an appeal is filed within thirty (30) days of the effective date of the suspension, the Village Manager may recommend to the Crime Free Multi-Housing Rental Licensing Commission, which is hereby established and which shall consist of the Mayor and two (2) members of the Board of Trustees appointed by the Mayor, that the license be revoked.

Any hearings before the Crime Free Multi-Housing Rental Commission shall be called and conducted in the same manner as hearings before the Local Liquor Control Commission and the Video Gaming Commission. If the license is revoked, the rental dwelling must be vacated within thirty (30) days of the revocation date.

In lieu of any order of revocation, the Commission may fine the owner an amount not less than two hundred and fifty dollars (\$250.00) nor more than one thousand dollars (\$1,000.00) and the license thereafter shall be deemed probational in nature and subject to immediate revocation, without the need of a hearing, for continued violations of this Chapter, and may contain such other conditions as the Commission deems appropriate.