Tinley Park, Illinois Code of Ordinances

### TITLE XI: BUSINESS REGULATIONS

### CHAPTER 129F: RESIDENTIAL RENTAL LICENSE

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## 📮 🖇 129F.01 RESIDENTIAL RENTAL LICENSE.

This chapter is being adopted pursuant to the home rule powers of the village and shall be known as the Residential Rental Licensing Chapter.

(Ord. 2008-O-008, passed 5-6-08)

📮 § 129F.02 LICENSE REQUIRED.

No person, corporation or business entity of any kind or nature whatsoever, shall engage in the business of renting any dwelling unit to the public, or operating a rental dwelling or dwelling unit, rooming house or rooming unit, unless a valid and current residential rental license has been issued by the Village Clerk for the specific location. This requirement is not intended to apply to licensed professionals acting as brokers or agents, unless licensed professionals are owners or managers of property subject to this chapter. No person shall rent or occupy a dwelling unit or rent or occupy any rooming house unit unless a current valid license has been issued for that specific location. This licensing requirement shall not apply to group homes governed by the Specialized Living Centers Act, ILCS Ch. 405, Act 25, §§ 1 et seq., dealing with the developmentally disabled, or other similar uses governed by state or federal laws, rules or regulations. No license shall be issued or renewed unless the owner or operator agrees in the application to such inspections as may be required pursuant to this chapter.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2012-O-033, passed 8-21-12)

## § 129F.03 APPLICATION FOR LICENSE.

Application for a residential rental license shall be made in the name of the legal owner of the premises to be rented and submitted to the Village Clerk on forms provided by the Clerk. The application shall identify the location of the property; the name, address and telephone number(s) of the owner; the name, address and 24-hour telephone(s) of the manager or custodian of the property; the owner's agent for service of process; and such other information as the Clerk may reasonably require.

(Ord. 2008-O-008, passed 5-6-08)

☐§ 129F.04 LICENSE FEE.

The annual fee for a residential rental lease shall be paid at the time of application as follows:

- (A) 1-2 units = \$50;
- (B) 3-10 units = \$100;
- (C) 11-20 units = \$200;
- (D) 21-30 units = \$300; and
- (E) 31-40 units = \$500.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2012-O-033, passed 8-21-12)

§ 129F.05 TERM OF LICENSE; TRANSFER PROHIBITED; RENEWAL.

A residential rental license shall be issued for a period of one calendar year. Such licenses shall expire on December 31 next after issuance, unless previously revoked. Such licenses shall not be transferable. Each new owner of a building that contains a rental dwelling unit must obtain a license. Application for renewal shall be made in the same manner as for a new license. No license shall be issued or renewed until payment in full of all license and inspection fees has been made.

(Ord. 2008-O-008, passed 5-6-08)

§ 129F.06 INSPECTION REQUIRED.

No residential rental license shall be issued or renewed unless the building in connection with which the license is sought is found after inspection to meet all applicable laws and regulations. The inspection required by this section shall be an inspection of the exterior and public areas of the building only and shall not include the inspection of the interior of any dwelling unit. The owner will be provided with an inspection report describing any condition which constitutes a violation of any applicable law or regulation, and shall be afforded a reasonable opportunity to correct any such conditions. In the event that more than two follow-up inspections are required to determine compliance, the applicant shall pay an additional noncompliance inspection service charge of \$100 for each additional inspection. Payment must be made in full prior to issuance of the license. Inspections pursuant to this section shall not be required for single family homes or rental properties with two or fewer units.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2012-O-033, passed 8-21-12)

§ 129F.07 CRIME-FREE HOUSING SEMINAR REQUIRED.

All persons applying for a residential rental license and all persons administering, managing or controlling the operation of any rental dwelling unit must, except as otherwise provide by applicable law, attend a Crime-Free Multi-Housing Seminar, administered by the Village Police Department, prior to issuance of the license. The seminar may be attended after application has been submitted and the license will be issued after successful completion. Each licensee shall attend a Seminar every three years. In the event that a new owner acquires the rental dwelling or rooming house for which a license had been issued and/or a new manager is hired, the new owner and/or manager, as the case may be, shall have three months after acquisition or hire to attend the seminar. The Village shall issue a written notice to every person or entity subject to this training requirement who has failed or refused to attend said training. Such persons or entities shall have three months from the date of said notice to comply with the training requirements and attend the seminar. If the training requirements are not satisfied within three months from the date of the notice, such persons or entities shall be subject to a fine of up to \$25 per day, with each day after the 90 days provided for in the notice to be considered a separate violation, in addition to any other penalties applicable under this Code, provided that at least one seminar is available within the three month time period after the date of the notice. In addition, an existing license may be suspended or revoked, or an initial license may be denied, for any person or entity that fails or refuses to comply with the training requirements set forth in this section.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2009-O-035, passed 7-28-09) \$ 129F.08 CRIME-FREE LEASE ADDENDUM.

Every lease or other agreement for rental of any residential property entered into after the effective date of this chapter shall include a "Crime-Free Lease Addendum" in substantially the following form, unless otherwise prohibited by law:

#### Crime-Free Lease Addendum

In addition to all other terms of the lease, Landlord and Tenant agree as follows:

- 1. The Tenant, any member of the Tenant's household, any guest or any other person associated wi Tenant on or near the leased premises:
- a) Shall not engage in criminal activity, including drug-related criminal activity, on or near the unit, common areas or appurtenances. "Drug related criminal activity" means the illegal manufactur sale, distribution, use, or possession of any illegal or controlled substance as defined in 21 U.S.C. 8(
- b) Shall not engage in any act intended to facilitate criminal activity on or near the rental unit, common areas, or appurtenances.
- c) Shall not permit the rental unit, common areas, or appurtenances to be used for or to facilitat criminal activity.
- d) Shall not engage in, facilitate, or permit on or near the rental unit, common areas, or appurte any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his her agent, or other tenants, or involves imminent or actual serious property damage.
- 2. ANY ACTIVITY PROHIBITED BY THIS AGREEMENT SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE, MATERIAL NONCOMPLIANCE WITH THE LEASE, AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION. It is understo a single violation shall be good cause for immediate termination of the lease. Proof of violation shall require criminal conviction, but the Tenant understands and agrees that an arrest or citation (support admissible corroborating evidence that activity in violation of the above provisions has occurred) fo described violation or criminal activity shall be sufficient evidence of a violation and grounds for termination of Tenant's tenancy and occupancy. Corroborating evidence may include, but is not lim to police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making a determination that the conduct underlying the arrest occurred.
- 3. A Tenant who is an innocent party or the victim of a crime, including but not limited to actual of threatened domestic violence, or sexual violence will not be in violation of this Crime Free Lease Addendum or subject to eviction. Nothing in this Addendum prohibits the eviction of the perpetrator the domestic violence, or sexual violence, or other criminal activity. A TENANT IS ENCOURAGE TO REPORT CRIMES WITHOUT FEAR OF HIS/HER STATUS AS A TENANT.
- 4. A Tenant will not be in violation of this Crime Free Lease Addendum or subject to eviction base
- a) Contact made to the police or seeking other emergency services, if (i) the contact was made the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emerassistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the con was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of contact was related to that individual's disability;
- b) An incident or incidents of actual or threatened domestic violence or sexual violence against tenant, household member, or guest occurring in the rental unit or on the premise; or
- c) Criminal activity or a local ordinance violation occurring in the rental unit or on the premise is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant household, guest, or other party, and against a tenant, household member, guest or other party.
- 5. For purposes of this Lease Section, the term "criminal activity" shall mean:

- a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 2012, I Ch. 720, Act 5, §§ 9-1, et seq.
- b) Any offense defined and prohibited by Article 19 (Kidnapping and related offenses) of the Criminal Code of 2012, ILCS Ch. 720, Art. 5, §§ 10-1 et seq.
- c) Any offenses defined and prohibited by Article 11 (Sex Offenses), Subdivision 15 (Prostitut: Offenses) of the Criminal Code of 2012, ILCS Ch. 720, Art. 5, §§ 11-14 et seq.
- d) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 20 ILCS Ch. 720, Art. 5, §§ 12-0.1 et seq.
- e) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 2012, ILC 720, Art. 5, §§ 16-1 et seq.
- f) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 2012, ILCS Ch. 720, Art. 5, §§ 20-2 et seq.
- g) Any offense defined and prohibited by Article 21-1 (Damage and Trespass to Property) of the Criminal Code of 2012, ILCS Ch. 720, Art. 5, §§ 21-1 et seq.
- h) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code o 2012, ILCS Ch. 720, Art. 5, §§24-1 et seq.
- i) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 2012,ILCS Ch. 720, Art. 5, §§31-1 et seq.
- j) Any offense defined and prohibited by §6-16 (Prohibited Sales and Possession) or §6-20 (Tra Possession, and Consumption of Alcoholic Liquor; Restrictions) of the Liquor Control Act of 1934, Ch. 235, Act 5, §§6-16 and 5/6-20.
- k) Any offense defined and prohibited by the Cannabis Control Act, ILCS Ch. 720, Art. 5, §§ 1 seq.
- 1) Any offense defined and prohibited by the Illinois Controlled Substances Act, ILCS Ch. 720 570, §§ 1 et seq.
- m) Any offense that constitutes a felony under state or federal law or a Class A misdemeanor u state law.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2012-O-033, passed 8-21-12; Am. Ord. 2015-O-063, passed 12-15-15)

§ 129F.09 PERIODIC INSPECTION.

In addition to the inspection(s) required in § 129F.06, every residential rental property is further subject to periodic inspection by the village at reasonable times and in a reasonable manner to ensure continuing compliance with all applicable laws and regulations. Whenever it appears by inspection that conditions or practices exist which are in violation of the provisions of this chapter or of any applicable laws and regulations, the village shall serve the owner or operator with notice of such violation, stating what action is required to correct the violation and the time period allowed for correction. Such notice shall state that unless the violations cited are corrected within the time allowed, the residential rental license may be suspended or revoked. (Ord. 2008-O-008, passed 5-6-08)

🔲 § 129F.10 INSPECTIONS REQUIRED.

The duty and obligations of each licensee in relation to inspections required or provided for in this chapter, and the authority of the village relating to such inspections, shall, to the extent not otherwise provided in this chapter, be as set forth in  $\S 110.09$ . (Ord. 2008-O-008, passed 5-6-08)

§ 129F.11 VIOLATION OF "CRIME-FREE LEASE ADDENDUM" PROHIBITED.

- (A) It shall be unlawful for any licensee to knowingly permit any tenant to occupy any residential rental property in violation of any provision of the "Crime-Free Lease Addendum" required by this chapter. In the event that a tenant is found by the licensee to have violated said addendum, the licensee shall take all reasonable steps to enforce the terms of the addendum.
- (B) Prior to seeking the eviction of a tenant or otherwise penalizing the tenant for the alleged violations of any provision of the Crime-Free Lease Addendum, the licensee shall notify the Crime-Free Lease Administrator. Upon receipt of this notification, the Village shall provide notice to the tenant that shall include the following:
  - (1) Description of the property sufficient for identification.
  - (2) A statement listing the applicable violation(s) of the Crime-Free Lease Addendum.
  - (3) Notice that the Crime Free Lease Addendum does not penalize tenants based on:
- (a) Contact made to the police or seeking other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- (b) An incident or incidents of actual or threatened domestic violence or sexual violence against the tenant, household member, or guest occurring in the rental unit or on the premise; or
- (c) Criminal activity or a local ordinance violation occurring in the rental unit or on thepremises that is directly relating to-domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest or other party.
- (C) Upon receiving such notice, the tenant shall have the right to request an informal hearing before the Chief of Police or his/her designee within seven days of receipt of the notice.
- (D) For purposes of enforcing the Crime Free Lease Addendum, 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 therein and the arrest or citation is supported by admissible corroborative evidence that the alleged activity has occurred. Corroborating evidence may include, but is not limited, to police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making a determination that the conduct underlying the arrest occurred.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2015-O-063, passed 12-15-15)

☐ § 129F.12 NOTICE OF OWNERSHIP CHANGE.

No license shall be transferable to another rooming house or rental dwelling unit. Every person holding a license shall give notice in writing to the Village Clerk within 24 hours after having transferred or otherwise disposed of the legal control of any licensed rooming house or rental dwelling unit. Such notice shall include the name and address of the person succeeding to the ownership, possession or control of such rooming house or rental dwelling unit. (Ord. 2008-O-008, passed 5-6-08)

- § 129F.13 NUISANCES; VIOLATIONS.
- (A) It is hereby declared a nuisance and a violation of this Code against the health, peace and comfort of the village for any property owner, agent, or manager to allow or permit the following to occur on their property:
- (1) Rental of a residential unit, rooming house unit or residential building within an apartment community to a tenant who has engaged in or allowed activity prohibited by the Crime-Free Lease Addendum to occur on or near the rental unit, common areas or appurtenances; and

- (2) Rental of a residential unit, rooming house unit, or residential building within an apartment community 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: commission of three or more village ordinance violations in a six month period.
  - (B) Division (A) of this section shall not apply to:
    - (1) Contact made to the police or other emergency services, if:
- (a) The contact was made with the intent to prevent or respond to domestic violence or sexual violence;
- (b) The intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or
- (c) The contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- (2) An incident or incidents of actual or threatened domestic violence or sexual violence against the tenant, household member, or guest occurring in the rental unit or on the premise; or
- (3) Criminal activity or a local ordinance violation occurring in the rental unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest or other party.
- (C) Upon documentation of nuisance activity under § 129F.13(A), the Chief of Police or his/her designee shall provide notice to the property owner or owner's agent and tenant, in writing, that the property has been determined to be a nuisance property. Said notice shall include the following:
  - (1) Description of the property sufficient for identification.
  - (2) A statement listing the applicable violation(s) of § 129F.13.
  - (3) Notice that § 129F.13 does not penalize tenants or landlords based on:
- (a) Contact made to the police or seeking other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- (b) An incident or incidents of actual-or threatened domestic violence or sexual violence against the tenant, household member, or guest occurring in the rental unit or on the premise; or
- (c) Criminal activity or a local ordinance violation occurring in the rental unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest or other party.
- (D) Upon receiving such notice, the property owner, agent, or tenant shall have the right to request an informal hearing before the Chief of Police or his/her designee within seven days of receipt of the notice.
- (E) For purposes of enforcing § 129F.13, 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 therein and the arrest or citation is supported by admissible corroborative evidence that prescribed nuisance activity has occurred. Corroborating evidence may include, but is not limited, to police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making a determination that the conduct underlying the arrest occurred.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2015-O-063, passed 12-15-15)

# § 129F.14 DENIAL; SUSPENSION OR REVOCATION OF LICENSE; HEARING; APPEAL.

No license shall be revoked unless the license holder has been given the opportunity to attend an informal meeting with representatives of the village to discuss activity at any rental premises which is or may be a violation of this chapter. If such violation is based on the activity of a tenant, household member, or guest, then the tenant shall also be given notice and the opportunity to attend such a meeting, pursuant to the requirements of §§ 129F.13(C) and (D). The license holder will be given a reasonable amount of time after this informal meeting to resolve any problems or issues that may result in the suspension or revocation of the license holder's license. If the problems or issues are not resolved, to the satisfaction of the village, formal license suspension or revocation proceedings may be commenced pursuant to § 110.10. In the event an applicant has been denied a license the applicant shall have the right to appeal the denial under the provisions of § 110.10.

(Ord. 2008-O-008, passed 5-6-08; Am. Ord. 2012-O-033, passed 8-21- 12; Am. Ord. 2015-O-063, passed 12-15-15)

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