
City of Granite City

CRIME FREE



Multi-Housing Program



**PROPERTY MANAGERS
LAW ENFORCEMENT
RESIDENTS**

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Certain Portions of this workbook 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 Schaumburg Police 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. Additionally this workbook 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.

Workbook Updated November, 2010

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ACKNOWLEDGEMENTS

The Crime Free Multi-Housing Program and Workbook were originally developed by Timothy L. Zehring, Mesa, AZ Police Department Crime Free Programs Supervisor. Technical assistance on the original workbook was provided by Lora Post, former Mesa crime Free Coordinator. As the Schaumburg Crime Free Multi-Housing Program took shape, Tim Zehring continuously provided enthusiasm, support and expertise. **Thank You Tim**, for your continued dedication and drive to insure the success of Crime Free Programs nationwide.

This manual was adapted and revised for the City of Granite City, IL by Captain Mike Gagich of the Granite City Police Department. Sgt. John Nebl, Schaumburg Crime Free Multi-Housing Program Coordinator, is acknowledged for his professional commitment in organizing, formulating and implementing the CFMH Program.

Chief Richard Miller and Major Jeff Connor provided foresight and commitment to Community Policing and directed the ground-breaking for the Granite City Crime Free Multi-Housing Program.

Thanks are extended to Mayor Ed Hagnauer, City Attorney Brian Konzen and Elected Officials of the City of Granite City for supporting this program. Appreciation is owed to Tim Zehring of the Mesa Police Department and John Nebl of the Schaumburg Police Department for their technical assistance related to the development of Crime Free Multi Housing program.

For every other person who has contributed in any other way, **THANK YOU** for your support and participation in the Granite City Crime Free Multi-Housing Program.

This workbook is designed to provide accurate and authoritative information about subject matters addressed. It is offered as a community service for the sole purpose of reducing the likelihood of criminal activity in rental communities.

It is presented with the understanding that the City of Granite City and the Granite City Police Department are not engaged in rendering legal, accounting or other professional service, other than crime prevention education. **If legal advice or other expert assistance is required, the services of a competent professional person should be sought.**

Overview

Rental properties present a unique challenge for law enforcement. The typical Block Watch approach to residents in single family homes is not easily adapted to rental communities. In single family homes, owners generally have a large cash investment in the purchase of their home. This motivates owners to have a greater concern about crime in their neighborhoods. With rising crime rates, come lower property values.

An owner of a single family home might also be looking at a long term of residency. Typically, homeowners have a thirty-year mortgage for their property. Home is where they come each day and perhaps, to raise a family. There tends to be a lot of pride and ownership of their property. When crime problems begin to appear, owners are very likely to organize Block Watch activities to protect the long-term interests of their families.

In rental properties, the communities tend to be much more transient. Often, residents sign a six-month, nine-month, or a twelve-month lease for a rental property. In many cases, owners don't even require leases, and residency is based on a month-to-month agreement. This allows for an occupant to move very easily if they feel crime has reached a level they will not tolerate. It is easier to move away from crime than to confront it.

The police have historically fought a losing battle utilizing the Block Watch or Neighborhood Watch programs in multi-family rental properties. In January of 1992, the Mesa Police Department was faced with a difficult decision. To no longer offer Block Watch training in rental properties, or to develop a new concept for crime prevention in the rental communities.

The result was the **CRIME FREE MULTI-HOUSING PROGRAM**. This bold, new program had no precedent. The program's concept was to take a multi-faceted approach to crime prevention. A unique coalition of police, property managers and residents of rental properties, the program was to be an on-going program with a three-phase approach to address all of the opportunities for crime in rental property.

The program was designed to include a certification process, never before offered by a police department. The incentives of police issued signs, certificates, and advertising privileges provided immediate interest in the program.

The development of the **Crime Free Lease Addendum** proved to be the backbone of the CRIME FREE MULTI-HOUSING PROGRAM. This addendum to the lease agreement lists specific criminal acts that, if committed on the property, will result in the immediate termination of the resident's lease.

The CRIME FREE MULTI-HOUSING PROGRAM achieved almost instant success. In rental properties with the highest crime rates, the immediate results showed up to a 90% reduction in police calls for service. Even in the best properties reductions of 15% to 20% were not uncommon.

The CRIME FREE MULTI-HOUSING PROGRAM began to spread nationally after the first year, and internationally after the second year. The CRIME FREE MULTI-HOUSING PROGRAM has been a success all across the United States and Canada.

Summary

The CRIME FREE MULTI-HOUSING PROGRAM is successful because it approaches crime on many fronts. The police cannot solve crime problems alone. Neither can the management or residents of rental properties. But by working together, the end result has been the most successful approach to crimes in rental communities.

There are three (3) ways criminal activity comes into a rental community. The criminal lives there, they visit friends there, or they come to the property to commit crimes. The CRIME FREE MULTI-HOUSING PROGRAM addresses all three of these possibilities. By not renting to people with criminal intent, owners and property managers not only reduce the likelihood of crime in the community, they also reduce the number of visitors who come to the property with criminal intent, i.e., to purchase drugs.

To combat the opportunistic criminal, the use of C.P.T.E.D. (Crime Prevention Through Environmental Design) has been used to combat crimes that might occur in the parking lots or common areas. These include assaults, robberies, drive-by shootings, and auto thefts.

If the police, property managers and residents will make a dedicated effort to crime prevention and the CRIME FREE MULTI-HOUSING PROGRAM, the outlook for success is extremely high. Good luck as we begin this exciting endeavor to make our community a safer place to live and enjoy for many years to come.

Captain Mike Gagich
Crime Free Multi-Housing Program Coordinator
Granite City Police Department

Granite City Crime Free Multi-Housing Program



TO: Property Managers

From: Captain Mike Gagich, CFMH Program Coordinator

Adopting the Crime Free Multi-Housing Program

The Crime Free Multi-Housing Program (CFMHP) was originally developed in 1992 by Tim Zehring with the Mesa, AZ Police Department. The goal of the program was to reduce nuisance and criminal activity in rental properties. However, as you may be aware, owners of condominiums and other such multi-family housing units often rent them out. Situations like these often leave the board or managers with little control of the rented unit. The principals of the CFMHP can be easily adopted into your by-laws or rule and regulations. By doing that, you will set certain standards for the owners whom use their units as rentals to abide by. There will also be set penalties for non-compliance thereby allowing the board or management to regain control over all the units in your community.

Attached to this letter are samples from several condo or homeowners associations that have adopted the CFMHP. Please carefully review them to determine how you want to develop your adaptation. Discuss these with YOUR lawyer or an attorney experienced in condominium or homeowners association laws and matters. Adopt or develop the program concepts to suit your needs so that you and YOUR lawyer feel comfortable with them. This packet is solely to provide you with information on what others are using and IS NOT INTENDED as legal advice.

Notice of Disclaimer

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The Granite City Crime Free Multi-Housing Program



TO: Rental Property Owners and Managers

From: Captain Mike Gagich, CFMH Program Coordinator

Subject: **Residential Rental Ordinance**

The City of Granite City requires property owners to obtain a rental business license from the city if they own a single family dwelling or multi-family unit (condo, townhouse, etc.) and operate the property as rental (not owner occupied).

On December 31, 2006, the Granite City Council enacted an ordinance, #7948, to deal with crime and nuisance issues relative to rental property. Ordinance 8186 passed on March 16, 2010, amended Ordinance 7948. The intent of the ordinance is to improve the quality of life in neighborhoods by reducing crime and nuisance issues at rental properties. The ordinance is attached for your information and reference. Should you have any questions, please contact Captain Mike Gagich at 618-451-9760 ext 1145.

ORDINANCE NO. 8186

AN ORDINANCE TO AMEND ORDINANCE 7948 TO REGULATE BUSINESS LICENSES FOR LESSORS OF RESIDENTIAL UNITS, AND TO CALL FOR REVOCATION OF LESSORS' BUSINESS LICENSES.

ORDINANCE 8186
AN ORDINANCE TO AMEND ORDINANCE 7948. TO REGULATE BUSINESS
LICENSES FOR LESSORS OF RESIDENTIAL UNITS, AND TO CALL FOR
REVOCATION OF LESSORS' BUSINESS LICENSES, WHERE THE LESSOR
PERMITS THE LEASED PREMISES TO HARBOR CRIMINAL ACTIVITY

Whereas, the City of Granite City is a home rule unit per article VII section 6 of the Illinois State Constitution of 1970; and

Whereas, the City Council of the City of Granite City finds that the rental and lease of residential housing is a common business and activity within the City of Granite City, which should be licensed and regulated to help reduce the risk of neighborhood property devaluation, to reduce the risk of crime, and to promote the public safety and welfare; and

Whereas, the intent of this Ordinance is to discourage the use of residential rental properties as an unsupervised haven for criminal activity and drug-related offenses; and

Whereas, it is not the intent of this Ordinance to in any way penalize or discourage victims of domestic violence or dating violence, from contacting law enforcement authorities.

Now, therefore, be it ordained by the City Council of the City of Granite City, Illinois, as follows. Chapter 5.142, specifically sections 5.142.010, 5.142.020, 5.142.030, 5.142.040, and 5.142.050 of the Granite City Municipal Code, are hereby amended to read as follows.

1. . 5.142.010 APPLICABILITY. This Ordinance shall apply to lessors of residential property, defined for purposes of this chapter as:

A. All landlords and lessors of residential properties, where those residential properties are located within the corporate limits of the City of Granite City, Illinois, as its corporate limits are now or hereafter altered, without regard to the zoning classification of the property. ("Lessor" and "landlord" may be used interchangeably), and;

B. Sellers of contract for deed property, provided:

1. The contract for deed consists of a real estate installment contract for residential real estate entered into on or after April 30, 2010, under which the purchase price is to be paid in installments over a period of less than 5 years or the amount unpaid under the terms of the contract at the time of the filing of any eviction proceeding referenced in this chapter, including principal and due and unpaid interest, is less than 80% of the original purchase price of the real estate as stated in the contract.

2. Sellers of contract for deed property described in this subsection shall be included in the definition of "lessors", for purposes of this chapter.

5.142.020 LICENSE REQUIRED. All lessors of residential properties located within Granite City shall first qualify for and possess a current and valid business license for each rental unit, renewable no less often than annually. The license shall be location specific, to the individual residential rental unit or units, and shall not be transferable. The license fee charged shall not be prorated in the event the license issues less than 12 months before renewal is due. Business licenses for lessors of residential rental units shall expire on the December 31 next following the issuance or renewal of the license. No license for a lessor of residential real estate shall issue to a property owned in whole or in part by a land trust, unless the lessor maintains a full-time, staffed office or apartment manager as lessor's agent, within the corporate limits of Granite City. One business license document issued or renewed by the City Clerk may reference more than one residential rental unit within the same building or structure, but each individual rental unit shall be regarded as requiring and receiving its own, individual business license, specific to that individual rental unit.

5.142.030 ISSUANCE OF LICENSE. No residential rental unit shall qualify for a new business license unless the applicant lessor first documents to Office of the City Inspector:

- A. The Lessor has attended and successfully completed a seminar, conducted or authorized by the Granite City Police Chief for lessors of residential rental units, no more than 3 months after to the issuance or renewal of the business license, and
- B. The successful completion of any and all inspections required by law or Ordinance, of each residential rental unit that is the subject of the applied for license, by the Office of the City Inspector, for compliance with all applicable City Ordinances, and Building and Safety Codes adopted by City Ordinance, and
- C. Completion by the lessor of a form of application for license issuance, to be made available to lessors of residential rental units by the Office of the City Clerk, in a form substantially similar to the attached exhibit A, and
- D. Satisfaction and payment of all liquidated judgments and liens in favor of the City of Granite City, against the applicant lessor, and against and any owner of greater than a one fourth interest in the residential real estate parcel in which the residential rental unit is located, whether the interest is held directly or indirectly by the judgment debtor, and
- E. The lessor must file with the office of the City Clerk and the City Inspector, a name and address of a resident of Illinois authorized to accept service of process and of notices concerning business license hearings.

5.142.040 RENEWAL OF LICENSE. No residential rental unit shall qualify for a renewed business license unless the applicant lessor first documents to Office of the City Inspector:

A The successful completion of any and all inspections required by law or Ordinance, of each residential rental unit that is the subject of the applied for license, by the Office of the City Inspector, for compliance with all applicable City Ordinances, and Building and Safety Codes adopted by City Ordinance, and

B. Completion by the lessor of a form of application for license renewal, to be made available to lessors of residential rental units by the Office of the City Clerk, in a form substantially similar to the attached exhibit A, and

C. The lessor must file with the office of the City Clerk and the City Inspector, a name and address of a resident of Illinois authorized to accept service of process and of notices concerning business license hearings.

D. It shall be considered grounds for revocation of a renewed license, after notice and hearing, for a lessor to fail to satisfy and pay all liquidated judgments and liens in favor of the City and against the licensed lessor.

5.142.050 LICENSE SUSPENSION AND REVOCATION. The Office of the Mayor may conduct hearings per Granite City Municipal Code section 5.02.190 et seq., to suspend or revoke the business license of a lessor of residential rental property, in accordance with City Ordinance, where after notice and hearing the Mayor finds applicable any of the following subsections:

A. The lessor of the residential rental unit allowed or permitted the commission of any act or omission constituting a felony under Illinois law, on the leased premises or on common areas related to the leased premises,

B. The commission of four or more violations of City Ordinances within any six month period, within the residential rental unit, or on common areas related to the rental unit, or

C. The failure of the licensed lessor to take prompt, diligent, and lawful steps to remove the lessees from possession of the rental unit,

1. following notice of the commission of a felony in the rental unit where allowed of permitted by lessee, or

2. following notice of four ordinance violations in the residential rental unit, or in common areas related to the rental unit, where allowed or permitted by lessee, or

3. Following notice of other violation of the Crime Free Housing Lease Addendum, exhibit B, as now or as hereafter amended, where violation of that Lease Addendum expressly constitutes good cause for termination of the lease.

D. Failure to comply with any requirement of sec. 5.142.030 or sec. 5.142.040 of this Granite City Municipal Code, including but not limited to failure to pay liquidated judgments and liens owed the City.

E. Failure to comply with section 5.14.060 of this Granite City Municipal Code.

F. Any act of lessee, or guest of a lessee, constituting abuse or harassment of a family or household member under the Illinois Domestic Violence Act (750 ILCS 60/101 et seq.) as now or as here after amended, shall not, by itself, constitute, solely for purposes of this section, a violation of any lease or lease addendum, or cause to suspend or revoke a business license of a lessor of residential real property. However, any simultaneous or concurrent behavior constituting an ordinance violation, felony, or misdemeanor, occurring simultaneously or concurrent with the violation of the Illinois Domestic Violence Act, may be considered by the Mayor in any hearing to suspend or revoke the business license of a lessor of residential real property, under this section.

G. Failure to timely pay any fine imposed after hearing under this section.

H. In the event the Office of the Mayor conducts hearing per section 5.02.190 et seq., to suspend or revoke the business license of a lessor of residential property, upon a finding of violation under this section, the Mayor shall be authorized to order as to the lessor, any or all of the following:

1. Retraining and successful completion of a seminar conducted or authorized by the Granite City Police Department, for lessors of residential rental units, within a time frame to be determined by the Mayor;
2. Suspension of the lessor's business/landlord's license, for a time not to exceed 30 days;
3. Revocation of the lessor's business/landlord's license;
4. Imposition and timely payment of a fine in accordance with other City Ordinance, including but not limited to Ordinance 8158.

5.142.060 LEASE AGREEMENT-ADDENDUM. Every agreement for lease of residential real estate located within the corporate limits of the City of Granite City, executed or renewed after the effective date of this ordinance, whether oral or written, shall be deemed to include all terms listed on the lease addendum, attached as Exhibit B.

5.142.070 SEVERABILITY. In the event any Court of competent jurisdiction should declare any provision of this ordinance unenforceable, all remaining provisions of this ordinance shall be deemed severable, and shall remain in full force and effect.

5.142.080 PREDEPRIVATION HEARING OPPORTUNITY. Before the Mayor conducts hearings per Granite City Municipal Code section 5.02.190 et seq., to suspend or revoke the business license of a lessor of residential rental

property, for cause identified in this chapter, the following procedures shall be followed. Simultaneously with the service of any request made upon a landlord for implementation of eviction or other proceedings to terminate a residential lease, the following procedure shall be followed.

A. Notice shall be served by U.S. mail upon the landlord and the tenant, containing at a minimum, a copy of this chapter, the address of the Building and Zoning Administrator, and facts alleging the grounds for revocation or suspension of the lessor's or landlord' license. In the event the tenant and the landlord, or one of them, fails to file a written grievance under this section with the Building and Zoning Administrator, within 15 days of the date stated on the notice served, the grievance procedure shall be deemed waived. In the discretion of the hearing officer described below, the written grievance may be accepted late. In the event of waiver of the grievance procedure as stated in this subparagraph, the landlord must demonstrate to the Mayor compliance with this chapter in a business license hearing; or the Mayor may fine, suspend, or revoke the landlord's business license as lessor of residential property, pursuant to this chapter, as stated above.

B. In the event of the timely filing of a written grievance by the landlord or the tenant under this section, the grievant shall receive a hearing before a hearing officer before any steps are taken toward revocation of the landlord's business license, and before further steps taken by the City to request eviction. The hearing officer conducting the hearing on the grievance of the landlord or tenant described in this chapter, shall be the municipal judge serving before the Municipal Court, to administer and interpret Granite City Municipal Code section 1.24.010 et seq. The Mayor may select and the Granite City City Council may approve a different individual to serve as hearing officer for the grievance proceedings under this chapter.

C. The grievant may be the landlord, or the tenant. "Tenant" shall mean the adult person (or persons) (other than a live-in aide):

1. Who resides in the unit, and who entered into the lease as lessee of the dwelling unit, or, if no such person now resides in the unit. 2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

D. Failure to request a hearing. Failure to request a hearing shall not constitute a waiver by the tenant of his right thereafter to contest an eviction disposing of the eviction complaint in an appropriate judicial proceeding.

E. *Scheduling of hearings.* Upon grievant compliance with this section, a hearing shall be scheduled by the hearing officer promptly. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the grievant at the address provided by the grievant

F. *Expedited grievance procedure.* (1) The City Council may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the residential premises by other residents, or
2. Any drug-related criminal activity on or near such premises.

G. The grievant shall be afforded a fair hearing before the hearing officer, which shall include:

1. The opportunity to examine before the grievance hearing documents, including records and regulations that are directly relevant to the hearing. The tenant or landlord shall be allowed to copy any such document at their own expense. If the Building and Zoning Administrator or Police Department does not make the document available for examination upon request by the grievant, the Building and Zoning Administrator or Police Department may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the landlord's or tenant's representative and to have such person makes statements on the tenant's behalf;
3. The right to present evidence and arguments in support of the landlord's or tenant's grievance, to controvert evidence relied on by the Police or Building and Zoning Administrator, and to confront and cross-examine all witnesses upon whose testimony or information the Police or Building and Zoning Administrator relies; and
4. A decision based solely and exclusively upon the facts presented at the hearing, based upon the preponderance of the evidence presented.

H. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

I. If the grievant fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a time not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the landlord and tenant shall be notified of the determination by the hearing officer: *Provided* that a determination that the grievant has waived his right to a hearing shall not constitute a waiver of any right the grievant may have to contest the disposition of the grievance in an appropriate judicial proceeding.

J. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Police or Building and Zoning Administrator must sustain the burden of justifying the action or failure to act against which the grievant is directed.

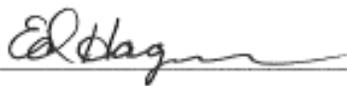
K. The hearing shall be conducted informally by the hearing officer and pertinent oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings. The hearing officer may rely on any evidence that prudent people would rely upon in the conduct of serious affairs. Failure to comply with the directions of the hearing officer to maintain decorum and order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, in the hearing officer's discretion.

L. The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be mailed to the landlord grievant, and the tenant. A decision by the hearing officer which denies the relief requested by the grievant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the grievant may have to a trial on the original merits or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

M. The hearing officer's decision shall be limited to the question whether the landlord must begin eviction proceedings against the tenant. The hearing officer's decision may be appealed within 10 days to the Mayor, whose decision shall govern. In the event of appeal of a hearing officer's decision, the Mayor shall conduct the appeal hearing under the same procedures described herein for the hearing officer.

2. This amended Ordinance takes effect on April 30, 2010. No felonies or Ordinance violations occurring before December 20, 2006, shall constitute grounds for revocation of a landlord's business license under this section.

Passed this 16th day of March, 2010.

APPROVED: 
Mayor Edward Hagnauer

ATTEST: 
City Clerk Judy Whitaker

LEASE ADDENDUM FOR CRIME FREE HOUSING

In consideration of the execution of a lease of the dwelling unit identified in the lease, Lessee and Lessor agree as follows:

1. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the property premise. "Drug-related criminal activity" means the illegal manufacture, sale distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 1 02 Of the Controlled Substance Act (21 U.S.C 812)).
2. Lessee or members of the lessee's household or a guest or other person under the lessee's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
3. Lessee or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or member of the household will not engage in the manufacture, sale, possession or distribution of illegal drugs at any location whether on or near property, premises or otherwise.
5. Lessee, any member of the lessee's household, or guest or other person under the lessee's control, shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of the addendum shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease, unless otherwise provided by law. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.
8. This lease addendum is incorporated into the lease between Owner's agent and lessee.

Location of Property

Lessee

Date

Agent

Lessee

Date

Agent

City of Granite City

Office of the City Clerk

2000 Edison Ave

618-452-6200

Application for Business License

Print or Type Only

Type of Business _____ State Tax I.D. # _____

Business Name _____

Address _____

Telephone _____

Is there a different address for mailing? _____

Business Owner Information:

Name _____ D.O.B. _____

Address _____

Telephone _____ Cell Phone _____

E-Mail Address _____

Manager (Local Contact) Information:

Name _____ D.O.B. _____

Address _____

Telephone _____ Cell Phone _____

Property Owner Information:

Name _____

Address _____

Telephone _____

Type of Business (Description)

Will this be located in a residential or commercial area? _____

Will this be a home occupation? _____

Is this business incorporated? _____

Will your Business have any type of vending or amusement machines? Yes _____ No _____

If yes, describe the machines: _____

Will your Business have any type of live entertainment? Yes _____ No _____

If yes, please describe: _____

Will your Business sell alcoholic beverages for consumption or packaged liquor in the building? Yes _____ No _____

Have you ever been refused a Business License in this city or any other? _____ When _____

What city? _____ Reason for refusal _____

Applicant: (Please attach a readable copy of Driver's License, information to be used by Police Department only)

All indebtedness to the City must be paid in full before any Business License will be issued.

**Affidavit
City of Granite City**

I _____, d/b/a _____, have completed and submitted an application for a Business License in the City of Granite City, Illinois, with the knowledge that this does not indicate that I have been licensed to operate a business. The business will not be issued licensed until all inspections have been completed and approved.

Signature _____

Date _____

Rental Property Information:

List property addresses or unit # of each rental property: _____

For Official Use only:

License Fee: _____

License Type: _____

License valid from _____ to _____

Initial Application _____

Renewal Application _____

| | | | |
|-----------------------|------------|------------|-------|
| Building/Zoning _____ | Pass _____ | Fail _____ | _____ |
| Electrical _____ | Pass _____ | Fail _____ | _____ |
| City Inspector _____ | Pass _____ | Fail _____ | _____ |
| Police _____ | Pass _____ | Fail _____ | _____ |
| Fire _____ | Pass _____ | Fail _____ | _____ |

If failed, state reason: _____

CFMH

ORDINANCE AMENDMENTS

ORDINANCE 8333:

AMENDS SECTION 5.14.030

ORDINANCE 8343:

AMENDS SECTIONS 5.142.050 & 5.142.060

ORDINANCE 8344:

AMENDS SECTION 5.142.050

ORDINANCE 8333

AN ORDINANCE TO AMEND ORDINANCE 8186, SECTION 5.14.030

ISSUANCE OF BUSINESS LICENSE

Whereas, the City of Granite City is a home rule unit per Article VII Section 6 of the Illinois State Constitution of 1970; and

Whereas, the City Council of the City of Granite City finds that it is beneficial to the success of its Crime Free Housing Program that all property managers also attend the seminar conducted by the Granite City Police Department for lessors.

Now therefore, be it ordained by the City Council of the City of Granite City, Illinois as follows. Chapter 5.142 specifically section 5.142.030 subsection (A) of the Granite City Municipal Code is hereby amended as follows;

1. 5.142.030 ISSUANCE OF LICENSE.

No residential rental unit shall qualify for a new business license unless the applicant lessor first documents to office of the City Inspector:

A. The lessor and his property manager, should he have one, has/have, or will attend and successfully complete, a seminar conducted or authorized by the Granite City police chief for lessors of residential rental units, no more than three months after the issuance or renewal of the business license,

1. For the purposes of this section only a property manager shall be considered an agent of the property owner: and

2. Any new property managers hired during the term of the business license shall be required to attend and successfully complete said seminar no later than three (3) months after hiring.

2. All other sections of 5.142.030 shall remain in full force and effect.

3. This amended Ordinance shall take effect on February 28, 2013.

PASSED this 15th day of January, 2013

APPROVED: Ed Hagnauer
Mayor Edward Hagnauer

ATTEST: Judy Whitaker
City Clerk Judy Whitaker

77084

ORDINANCE 8343
AN ORDINANCE AMENDING EXHIBIT B - LEASE ADDENDUM
FOR CRIME FREE HOUSING OF SECTIONS 5.142.050 & 5.142.060
OF THE GRANITE CITY MUNICIPAL CODE

Whereas, the City of Granite City is a home rule unit per article VII section 6 of the Illinois State Constitution of 1970; and

Whereas, the City Council of Granite City finds that the rental and lease of residential housing is a common business within the City of Granite City which should be regulated to help reduce the risk of neighborhood property devaluation, to reduce the risk of crime and to promote the public safety and welfare; and

Whereas, it is the intent of this Ordinance to continue to discourage the use of residential properties as a haven for criminal activity and drug related offenses; and

Whereas, the City Council of Granite City finds that the regulation of rental and lease residential housing will be better served by amending the Lease Addendum for Crime Free Housing to include as prohibited all Forcible Felonies no matter where said felony occurs and all criminal activity within the city limits of the City of Granite City, revised Lease Addendum for Crime Free Housing attached here to as Exhibit A;

Whereas, it is not the intention of this Ordinance to in any way discourage victims of domestic violence or dating violence, from contacting law enforcement authorities.

Now therefore, be it ordained by the City Council of the City of Granite City, Illinois that the Lease Addendum for Crime Free Housing currently referenced as Exhibit B in the Granite City Municipal Code Section 5.142.050 Subparagraph C(3) and Section. 5.142.060 shall be amended as indicated in Exhibit A. The effective date of this Amendment: shall be June 1, 2013.

Passed this 2nd day of April, 2013.

APPROVE: Ed. Hagnauer
Mayor Edward Hagnauer

ATTEST:

Judy Whitaker
City Clerk Judy Whitaker

LEASE ADDENDUM FOR CRIME FREE HOUSING

In consideration of the execution of a lease of the dwelling unit identified in the lease, Lessee and Lessor agree as follows:

1. Lessee or any member of lessee's household, shall not engage in criminal: activity, including drug-related criminal activity, within the city limits of the City of Granite City "Drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section I 02 of the Controlled Substance Act 21 U.S.C sect 12).
2. Lessee's guest or other person under the lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the premise. "Drug related criminal activity" means the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section I 02 of the Controlled Substance Act USC sect J 2).
3. Lessee or members of lessee's household shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity within the city limits of the City of Granite City.
4. Lessee's guest or other person under the lessee's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the property premise, regardless of whether or not the individual engaging in such activity is a household member or guest
5. Lessee or a member of the lessee's household will not engage in the manufacture, sale, possession or distribution of illegal drugs at any location whether on or near property premise or otherwise.
6. Lessee, any member of the lessee's shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms within the city limits of the City of Granite City.
7. Lessee's guest or other person under the lessee's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near property premise.
8. Lessee, or a member of lessee's household, shall not engage in any criminal activity found to be equivalent to a Forcible Felony at any location, on the property premise or otherwise. "FORCIBLE FELONY" is defined as treason, first degree murder, second degree murder, predatory criminal sexual assault a child, aggravated criminal sexual assault, criminal sexual assault, robbery, burglary, residential burglary, aggravated arson, arson, aggravated kidnapping, kidnapping, aggravated battery resulting in bodily harm or permanent disability or disfigurement and any other felony which involves the use or threat of physical force or violence against any individuals (720 ILCS 5/2-8).
9. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a single violation of any of the provisions listed above shall be good cause for termination of lease, unless otherwise provided by law. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
10. In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.
11. This lease is incorporated into the lease between the Owner/Landlord or its agent and lessee.

PROPERTY ADDRESS

LESSEE

DATE

OWNER/LANDLORD/ AGENT

LESSEE

DATE

OWNER/LANDLORD/ AGENT

77742

ORDINANCE 8344
AN ORDINANCE AMEND SECTION 5.142.050 OF
THE GRANITE CITY MUNICIPAL CODE

Whereas, the City of Granite City is a home rule unit per Article VII Section 6 of the Illinois State Constitution of 1970; and

Whereas, the City Council of the City of Granite City finds that it is in the best interest of the City of Granite City to regulate the business of rental property in the City of Granite City to reduce the risk of neighborhood property devaluation, to reduce the risk of crime and to promote the public safety and welfare; and

Whereas, the City Council of the City of Granite City finds that it is in the best interest of the City of Granite City to allow alleged violations of the Housing Code as defined in Section 5.142.050 to be presented to the Administrative Hearing Officer, as opposed to the current protocol which requires adjudication by the Mayor only.

Now therefore, be it ordained by the City Council of Granite City, Illinois, as follows, Chapter 5.142 Section 5.142.050 of the Granite City Municipal Code is hereby amended as follows:

5.142.050 License violation: fine, suspension and revocation.

~~The office of the mayor may conduct hearings per Granite City Municipal Code Section 5.02.190 et seq., to suspend or revoke the business license of a lessor of residential property, in accordance with city ordinance, where after notice and hearing the mayor finds applicable any of the following subsections:~~

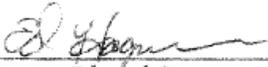
1. A citation may be issued by any designated agent of officer of the City of Granite City, as designated and specified in this Granite City Municipal Code Section 15.08 et seq, to a licensee under this Granite City Municipal Chapter 5.142 et seq. if it is determined there are reasonable grounds to believe said licensee has violated any of the following subsections:
 - A. The lessor of the residential rental unit allowed or permitted the commission of any act or omission constituting a felony under Illinois law, on the leased premises or on common areas related to the leased premises, or
 - B. The commission of four or more violations of city ordinances within any six-month period, within the residential unit, or on common areas related to the rental unit, or

- C. The failure of the licensed lessor to take prompt, diligent and lawful steps to remove the lessees from possession of the rental unit;
1. Following notice of the commission of a felony in the rental unit where allowed or permitted by lessee, or
 2. Following notice of four ordinance violations in the residential rental unit, where allowed or permitted by lessee, or
 3. Following notice of other violation of the crime-free housing lease addendum, exhibit B, as now or as hereafter amended, where violation of that lease addendum, expressly constitutes good cause for termination of the lease.
- D. Failure to comply with any requirement of Section 5.142.030 or Section 5.142.040 of this Granite City Municipal Code, including, but not limited to, failure to pay liquidated judgments and liens owed the city.
- E. Failure to comply with Section 5.142.060 of this Granite City Municipal Code.
- F. Any act of lessee, or guest of a lessee, constituting abuse of harassment of a family or household member under the Illinois Domestic Violence Act (750 ILCS 60 et seq.) as now or as here after amended, shall not, by itself, constitute solely for the purposes of this section, a violation of any lease or lease addendum, or cause to suspend or revoke a business license of a lessor of residential real property. However, any simultaneous or concurrent behavior constituting an ordinance violation, felony, or misdemeanor, occurring simultaneously or concurrent with the violation of the Illinois Domestic Violence Act, may be considered by the Administrative Hearing Officer and/or Mayor in any hearing conducted to determine the issuance of a fine or the suspension or revocation of the business license of a lessor of residential real estate property, under this section.
- G. Failure to timely pay any fine imposed after hearing under this section.
- H. ~~In the event the office of the mayor conducts hearing per section 5.02.190 et seq., to suspend or revoke the business license of a lessor of residential property, upon a finding of violation under this section, the mayor shall be authorized to order as to the lessor, any of all of the following:~~
- a. ~~Retraining and successful completion of a seminar, conducted or authorized by the Granite City police department, for lessors of residential rental units, within a time frame to be determined by the mayor;~~
 - b. ~~Suspension of the lessor's business/landlord's license, for a time not to exceed thirty days;~~
 - c. ~~Revocation of the lessor's business/landlord's license;~~
 - d. ~~Imposition and timely payment of a fine in accordance with other city ordinance, including, but not limited to, Ordinance 8158.~~
2. The Administrative Hearing Officer as interpreted in this Granite City Municipal Code Section 1.01 et seq. shall hear all citations issued under this section.
- A. Upon a finding of a violation under this section, the Hearing Officer shall be authorized to order as to the lessor, any or all of the following:
- a. Fines of no less than \$50.00 and no more than \$750.00 per violation under this section;

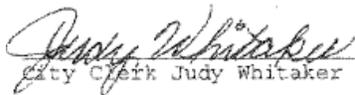
b. Retraining and successful completion of a seminar, conducted or authorized by the Granite City police void, the remainder of this ordinance shall be deemed severable, and remain in full force and effect.

6. The effective date of this Amendment shall be June 1, 2013.

Passed this 2nd day of April, 2013.

APPROVE: 
Mayor Edward Hagnauer

ATTEST:


City Clerk Judy Whitaker

PART ONE

PART ONE

WHAT IS THE CRIME FREE MULTI-HOUSING PROGRAM?

WHERE IT BEGAN

The CRIME FREE MULTI-HOUSING PROGRAM began in Mesa, Arizona in July 1992. It has spread across the United States and to Canada in a very short time. It was designed to be law enforcement driven.

HOW IT WORKS

The CRIME FREE MULTI-HOUSING PROGRAM is a unique, three-phase certification program for rental properties of all sizes, including single family rental homes. The first phase is the completion of an eight-hour program taught by attorneys, police and fire personnel. Frequently, guest speakers will also attend to address specific topics relating to rental properties. This police-sponsored program is designed to be very easy, yet extremely effective, at reducing criminal activity in rental properties.

The CRIME FREE MULTI-HOUSING PROGRAM addresses these topics:

- Understanding Crime Prevention
- C.P.TED. Concepts
- The Application Process
- Common Sense Self Defense
- Community Rules/Leases
- Apartment Communities/Not Complexes
- Active Property Management
- Combating Crime Problems
- Police: To Serve and Protect?
- Partnership with the Fire Department
- Dealing with Non-Compliance

Typically, the CRIME FREE MULTI-HOUSING PROGRAM is taught during a single eight-hour day. We will also, on occasion, sponsor Saturday and evening sessions. The program is designed to be flexible so that we can meet the needs of our community.

WHO SHOULD ATTEND

Property owners, managers, leasing staff, maintenance personnel and others in the management team should attend the entire 8-hour training program. It is also recommended that police officers attend the training to understand the civil nature of rental communities, and to establish a rapport with managers of rental properties.

PHASE ONE: TRAINING

After completion of the eight-hour training program, each participant will receive a **green certificate** that has been signed by the Chief of Police. The certificate is also signed by the

program coordinator of the CRIME FREE MULTI-HOUSING PROGRAM, who sponsors the training.

This certificate is to be immediately framed and displayed in the leasing office, or in a prominent place where applicants are sure to see it. Prospective residents should be told as soon as possible that the property management is working with the police to keep the community healthy. If there is no leasing office, a certificate can be displayed in a 3-ring notebook with other materials used in the CRIME FREE MULTI-HOUSING PROGRAM. The manager or owner should show the notebook to prospective residents.

Participating managers should also begin immediate implementation of the Crime Free lease Addendum, which is the backbone of the CRIME FREE MULTI-HOUSING PROGRAM. This addendum to the lease cites specific actions that will be taken by management if a resident, or somebody under the resident's control, is involved in illegal or dangerous activity on or near the rental property.

If the management is conducting a background check that includes credit and criminal information, the applicant should be informed before they turn in the application or pay any fees or deposits. Every prospective resident must be treated exactly the same as the others. It is important to develop office policies to ensure this.

PHASE TWO: C.P.T.E.D. INSPECTION

In the second phase of the program a representative of the police department will inspect the rental property to assess physical security and general appearance of the property. If the property meets the agency's requirements, management will be given a second certificate signed by the Chief of Police.

This **red certificate** will certify the property has met (or has implemented a timetable to meet) the minimum-security recommendations of the CRIME FREE MULTI-HOUSING PROGRAM. The minimum-security recommendations are:

C.P.T.E.D. SECURITY RECOMMENDATIONS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

PHASE THREE: SAFETY SOCIAL

In the third and final phase of the program, the sponsoring law enforcement agency will conduct a Safety Social for residents at the rental property. This will include information about general safety principles and crime prevention, including Neighborhood Watch information. This will also give law enforcement the opportunity to explain the CRIME FREE MULTI-HOUSING PROGRAM to the residents of the rental community.

Management may choose to provide food, non-alcoholic drinks and entertainment to add to the success of this event. It is also recommended that property managers raffle door prizes as an added incentive to draw residents to the meeting. It is necessary to conduct **at least one (1) meeting per year to maintain membership** in the CRIME FREE MULTIHOUSING PROGRAM.

A **blue certificate** will be issued at the Safety Social to demonstrate to the residents that management is committed to the Crime Free Multi-Housing Program, and has completed all three (3) phases of the program.

FULL CERTIFICATION

Once fully certified, the property manager will receive a **gold certificate**. (This certificate is the only certificate that has an expiration date. It is renewed each year after the subsequent Safety Social has been conducted.)

After completion of the first safety social, management can post the CRIME FREE MULTI-HOUSING PROGRAM signs on the property. It is recommended that one sign be posted at each entrance to the property where prospective residents will see them.

SIGN REGISTRATION

There may be minimal one-time registration fee for each sign (to cover costs). **The use of the sign is granted by the City of Granite City** and permission to display the sign can be revoked if the property is sold or the management no longer wishes to participate in the CRIME FREE MULTI-HOUSING PROGRAM.

An added incentive to reach **full** certification is being granted permission to use the logo of the CRIME FREE MULTI-HOUSING PROGRAM in all appropriate advertisements, as well as on company letterheads, business cards and associated paperwork.

This logo has achieved a very high level of recognition in the United States and Canada. It has proven very effective in attracting honest residents looking for safe housing. It has worked equally well to discourage those looking for an apartment **unit** in which to conduct criminal activities.



Copyrighted LOGO



International Crime Free Multi-Housing Program

PHONE-IN REQUESTS

An additional advantage to being fully certified is that people can call the police department for a list of fully certified properties.

MAINTAINING CRIME FREE SIGNS

It is the responsibility of the management to maintain and replace all lost or damaged signs. Contact the Crime Free Program Coordinator if this occurs. Carefully consider how each sign is installed to prevent easy removal. Through bolts can be bent or stripped to prevent removal. Signs can be attached with liquid nails and/or bolted to a building at a height that cannot be easily reached.

CERTIFICATES and CRIME FREE SIGN



Phase I Certificate



Phase II Certificate



Phase III Certificate

Annual Certificate



Crime Free Multi-Housing Sign



PART TWO

PART TWO

CRIME PREVENTION

DOES IT WORK?

Many people feel helpless against crime, because too often crime is seen as an inevitable part of our society. It has been said, "If a criminal WANTS to get you, he'll get you!" This belief leads to helplessness, fear and apathy. Apathy is one of the most dangerous elements in society today. When law-abiding citizens refuse to go outside after dark, they have voluntarily turned over their neighborhoods to the ones perpetrating crimes.

Criminals Are Like Weeds

Many times a community will not battle crime because they feel they cannot be successful. Often, people view dangerous criminals like a large rock that cannot be moved, or even be budged. Dangerous criminals are NOT like rocks; they are more like plants. Unlike an inanimate rock, a plant will grow. A weed can best illustrate this. As a weed grows, it roots, it sprouts and it chokes out healthy plants. A single weed quickly overtakes an entire garden. When criminal activity is allowed to flourish, the effect is the same.

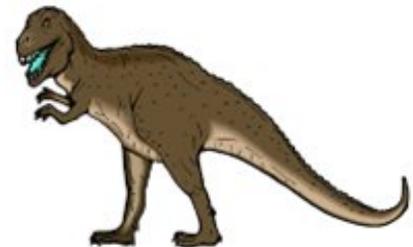


The typical police approach to crime is **REACTIVE**. Once a crime has been committed, the police officer responds, writes a police report and begins the preliminary investigation. It is certainly more humane and cost effective to

prevent a crime from even occurring. Crime Prevention is the **PROACTIVE** side of law enforcement. Crime Prevention is more desirable because it addresses the potential for crime before it becomes a serious problem.

Unfortunately, many people don't address crime situations until it is too late. (A good example is the victim of a burglary that suddenly becomes interested in home security systems.)

Once a crime problem has become too large, it is often easier to run away than face it. Equate the crime problem to killing a dinosaur. The easiest way to kill a dinosaur is while it is in the egg. Once the dinosaur is given the opportunity to grow, it will become progressively harder to defeat. The same is true regarding criminal activity.



UNDERSTANDING CRIME PREVENTION

To prevent crime, you need to understand crime, and you need to understand the criminal mind. When you think of criminals, think of predators. Most criminals are like predators, looking for easy victims.

When you think of predators you might think of the lion. When the lion is hungry, she will go out



to stalk her prey. The lion knows the watering hole is a good place to find food, as this is where all the animals come to get water. The lion is a skilled hunter.

She knows the best approach is from downwind. This way she can smell the herd, but they cannot smell her. The lion is also careful to approach slowly, staying low in the tall grass to avoid detection.

At just the right moment, the lion pounces into the herd. The lion does not run past the injured, the diseased or slowest ones in favor of the strongest one at the lead of the pack.

In fact, it usually is the one that is injured, sick or simply NOT PAYING ATTENTION that gets attacked. This is called *survival of the fittest* or *thinning the herd*.

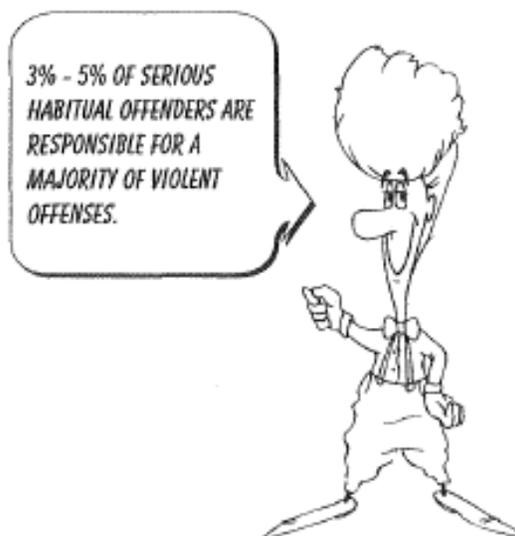
The two-legged urban breed of predator, the criminal, works the same way. They stalk their victims, looking for the easy prey. To be successful against an attack, you don't necessarily have to be the strongest one, but you don't want to be the weakest!

Lions only hunt when hungry; but criminals are always a danger. This is why crime prevention is so important. Crime prevention is a shared responsibility. It cannot be imposed upon a community. Crime is a community problem --crime prevention must be a community effort.

RISK (LOSS) MANAGEMENT

When assessing the potential for crime, it is important to decide whether to accept the risk (risk acceptance), without investing in counter measures, or to take sometimes costly steps to reduce the risk (risk transference). Transferring the risk may involve spending a little money now to save much more later on.

There are other less expensive ways to prevent crime. This includes the removal of the elements necessary for a crime to occur (risk avoidance). There are also ways to reduce the risk, or spread the risk to reduce losses. The following page demonstrates the types of risk management.



MANAGING YOUR RISKS

1. SEVERAL TYPES OF RISK MANAGEMENT:

2. RISK AVOIDANCE:

3. RISK REDUCTION:

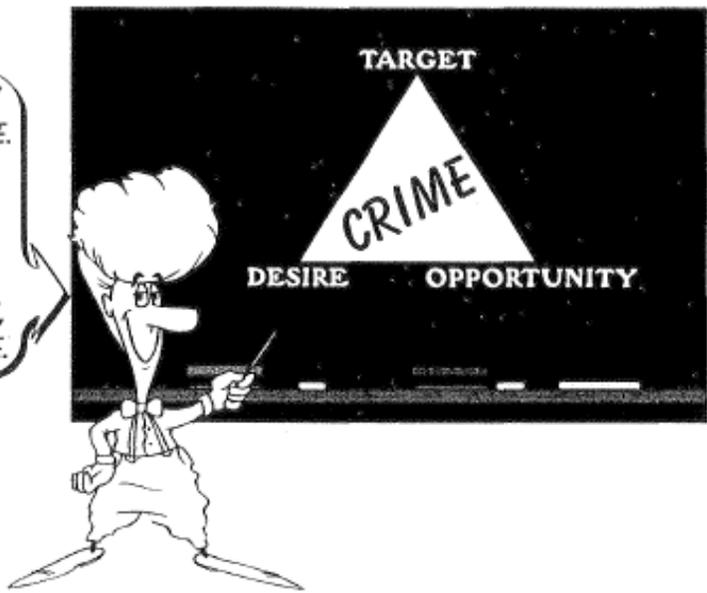
4. RISK TRANSFERENCE:

5. RISK SPREADING:

6. RISK ACCEPTANCE:

THERE ARE 3 NECESSARY ELEMENTS TO ANY CRIME. TARGET, DESIRE AND OPPORTUNITY.

IF YOU ELIMINATE JUST ONE OF THE 3 ELEMENTS, YOU CAN AVERT A CRIME.



SCENARIO ONE
(Eliminate TARGET)



If a car thief comes to an apartment community to steal a Corvette, the **DESIRE** is there. If all of the residents are inside their rental units, now the **OPPORTUNITY** is there. But if there is not a Corvette on the property, you will not

SCENARIO TWO
(Eliminate DESIRE)



have a crime because there is no **TARGET**. If a person sees a Corvette, the **TARGET**, and all of the residents are in their apartments, allowing the **OPPORTUNITY** for crime, but the person who sees the Corvette has no **DESIRE** to steal the car, again, you will have no crime.

SCENARIO THREE
(Eliminate OPPORTUNITY)



If a person comes to the property with the **DESIRE** to steal the Corvette, and sees the perfect **TARGET**, but the residents of the apartment community are out in the recreation and common areas, this will reduce or eliminate the **OPPORTUNITY**.

The CRIME FREE MULTI-HOUSING PROGRAM is effective because it addresses all three (3) elements: TARGET, DESIRE **AND** OPPORTUNITY. To eliminate the TARGET, we teach how to "target harden". To eliminate OPPORTUNITY, we train residents to be the "eyes and ears" of the community, and to eliminate the DESIRE, a concerted effort is made to keep those with criminal intent from trespassing, visiting or living at the property.

SET RULES

If a person knows that rules are clearly stated and enforced, they are less likely to move into a community to commit criminal activity. Have a back-up plan to discourage the more determined individuals.

By careful screening and active management principles addressed in the CRIME FREE MULTI-HOUSING PROGRAM, the criminal activity among residents and visitors can be greatly reduced if not virtually eliminated.

Safety Socials, which incorporate the principles of Neighborhood Watch, will encourage residents to become an organized group of eyes and ears for the property.

It is not uncommon to see once distressed properties show a 70% - 90% **decrease** in police calls for service, as a result of the CRIME FREE MULTI-HOUSING PROGRAM.

In the City of Granite City there are over 2000 or more rental units, which include single, multi-family type housing units (apartments, townhouses, condos, quads, and duplexes). The managers and residents of these rental properties all have one thing in common ... they all want more police patrol.

The City of Granite City has a population of over 29, 000. Noting the paragraph above, it is easy to see a portion of Granite City residents reside in multi-housing. Even if Granite City Police never answered a single 911 call for help; we would not have enough patrol cars to provide adequate security patrols for every multi-housing development (including rental properties). Now consider the number of Granite City residents living in single family homes. They also want more police patrols up and down their streets. Then there are the grocery stores managers that want more police patrol because a customer had a purse stolen, or an automobile in the parking lot was damaged. Consider all the strip malls, office buildings, and industrial parks. Everybody wants more police patrol, but there just aren't enough police to go around. Managers must take their own precautions. Residents of rental properties must also be aware of their role in Crime Prevention.

TARGET HARDENING

Sometimes you cannot remove a target. However, you can harden the target. Target hardening involves the use of locks, electronic devices, or other hardware that will **DETECT, DENY, DELAY** or **DETER** the criminal (away from the intended target). Target hardening is directed to all structures, vehicles and personal property within the rental community.

- **DETECT:**

By utilizing good security techniques, -you can cause the person to make more noise, which will **increase the risk of detection**. This may also persuade the person not to commit the crime.

- **DENY:**

By engraving valuables, using security electronic equipment, or by moving other valuables out of view, you can **remove the rewards received from a crime opportunity**. If the rewards are not there, this may persuade the person not to commit the crime.

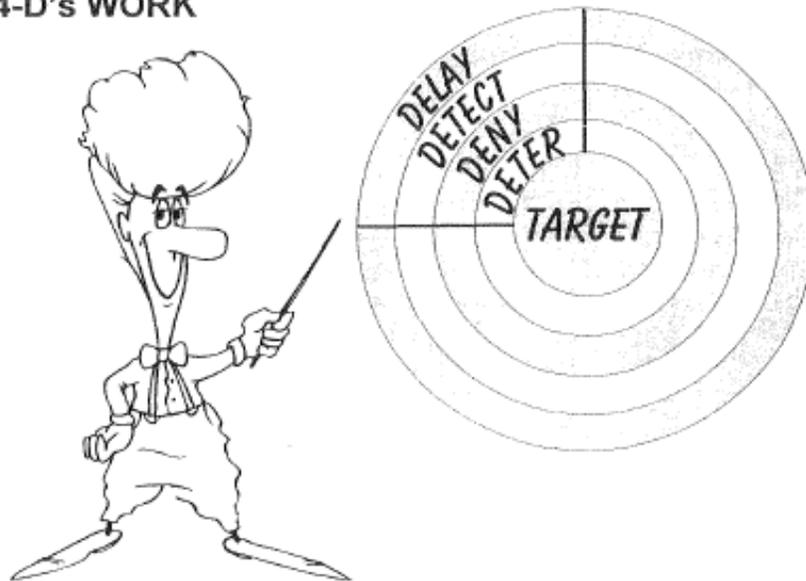
- **DELAY:**

Many times crimes are committed because of an easy opportunity. By using good crime prevention techniques you can **increase the time and effort needed to commit the crime**. This may persuade the person not to commit the crime.

- **DETER:**

By utilizing the previous three techniques, you may prevent a crime from happening by **deterring the criminal from entering or remaining the property** and cause them to seek an easier target elsewhere.

HOW THE 4-D's WORK



MANAGING CRIME PROBLEMS

1. How to encourage crime:

2. How to discourage crime:

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

PART THREE

PART THREE

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

C.P.T.E.D. ELEMENTS

Crime Prevention Through Environmental Design (C.P.T.E.D.) is comprised of four (4) key elements: **Surveillance, Access Control, Territoriality, and Activity Support.** Using C.P.T.E.D can eliminate a substantial amount of property crime.

IMPROVE SURVEILLANCE

SURVEILLANCE is the first element of C.P.T.E.D. **Surveillance is the ability to look into an area, and the ability to look back out.** It can be formal or informal. **Formal surveillance** is generally organized, while informal surveillance is naturally occurring. **NOTE: You should observe your property from all locations, keeping in mind whether you can see into and out of the property. Keep in mind that residents and staff are formal surveillance partners, and that neighbors or visitors to your property will conduct informal surveillance of your property. Remove anything that hinders surveillance.** There are three types of surveillance to consider. *Natural, Mechanical and Organized.* The best plan will involve some combination of all three types of surveillance.

Natural Surveillance is naturally occurring. As people are moving around an area, they will be able to observe what is going on around them, provided the area is open and well lighted. Natural Surveillance is typically free of cost, but observers should choose not to get involved in any situation that may pose a potential threat to themselves or others.

When considering surveillance of your property, remember that casual observers from neighboring properties might be willing to report suspicious activity. All you need to do is ask! It is a great idea to ask them to join with your Neighborhood Watch meeting and safety socials.

| | | |
|---------------------|-------------------|-------------------|
| SURVEILLANCE | <u>NATURAL</u> | <u>ORGANIZED</u> |
| | RESIDENTS | RESIDENT PATROLS |
| | MANAGEMENT | BLOCK WATCH |
| | MAINTENANCE | SECURITY PATROLS |
| | GROUNDKEEPERS | POLICE PATROLS |
| | NEIGHBORS | OFF-DUTY OFFICERS |
| | <u>MECHANICAL</u> | |
| | CAMERAS | |
| | MIRRORS | |
| | C.C.T.V. | |





VISIBILITY OF RESIDENTS & RESIDENTS' ACTIVITIES ARE PERHAPS THE GREATEST DETERRANT TO CRIME.

BY PUTTING COMMON AREAS AND OTHER ACTIVITIES CLOSER TO UNSAFE AREAS, THE LESS LIKELY YOU ARE TO HAVE A CRIME.

Mechanical Surveillance employs the use of cameras, mirrors and other equipment that allows an individual to monitor a remote area. Mechanical surveillance usually involves the purchase of equipment ranging from moderately inexpensive mirrors to more expensive electronic devices, such as closed circuit television (CCTV). Additional questions to ask yourself, "Are they effective only when being monitored" and "Do they provide a false sense of security"?

NOTE: Once the equipment is purchased, maintenance of the devices must be considered.

Organized Surveillance includes security patrols and other people who are organized to watch a targeted area. While this is the most effective deterrent to crime, it is also the least cost

effective. While it may be necessary to employ security patrols, once the patrols are discontinued there is generally nothing left to show for your investment.

IMPROVE ACCESS CONTROL

ACCESS CONTROL is the second element in C.P.T.E.D. Because many criminals look for an easy escape, **limiting access into an area and back out again is a great way to deter criminal activity.** Access Control can be demonstrated by having one way into and out of a location, such as a security post or the use of mechanical gates. Others, who use alternative methods to enter an area look suspicious, risk detection and sense an increased risk of apprehension.

It is important to assess how the intended users are entering the property. It is equally important to assess how the non-intended users are entering the property as well. Look at perimeter fencing for damage. Look for footprints in the dirt and gravel. Check for wear patterns in grassy areas. Determining the weak points will be the first step to correcting the problem.

There are three (3) types of Access Controls to consider: *Natural* (or *Environmental*) *Mechanical* and *Organized*.

Natural / Environmental Access Control involves the use of the environment. To keep trespassers from climbing over walls for instance, you could use thorny type plants in the area where they will be highly visible.

| ACCESS CONTROL | NATURAL/ENVIRONMENTAL | MECHANICAL |
|--|---|---|
| | <ul style="list-style-type: none"> • MEDIUM-HEIGHT BUSHES • CACTUS BY FENCES • DIRT BERMS • LARGE ROCKS • DESIGN WALKPATHS & SIDEWALKS APPROPRIATELY | <ul style="list-style-type: none"> • SECURITY GATES • CARD READERS • PIN NUMBERS • REMOTE CONTROL • SECURE UNITS • DEADBOLTS/WINDOW LOCKS • DRIVEWAYS (LOW FENCES) |
| | <th>ORGANIZED</th> <td></td> | ORGANIZED |
| <ul style="list-style-type: none"> • SECURITY GUARD BOOTH • RESIDENT PARKING PERMITS • RESIDENT PATROLS | | |



The use of dirt berms or large rocks can also keep unwanted visitors from entering onto private property and vacant lots.

Mechanical Access Control includes the use of security gates, which have proven very effective at reducing auto thefts, burglaries and drive-by shootings. Most perpetrators of these crimes do not want to exit the way they entered as it gives witnesses the opportunity to record license plates and get better suspect information.

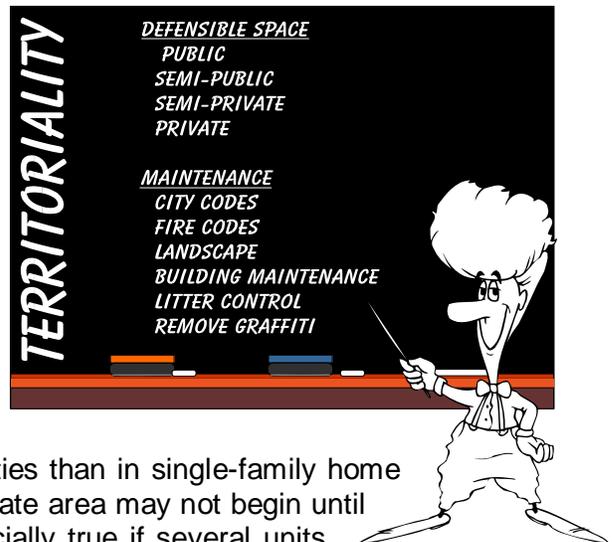
Organized Access Control entails the use of security or courtesy patrol to monitor those entering the property. Distribution of parking permits, affixed to registered vehicles, will identify which vehicles belong to the residents. **Vehicles should not be allowed to back into parking spaces, so that parking permits will be visible at all times.**

IMPROVE TERRITORIALITY

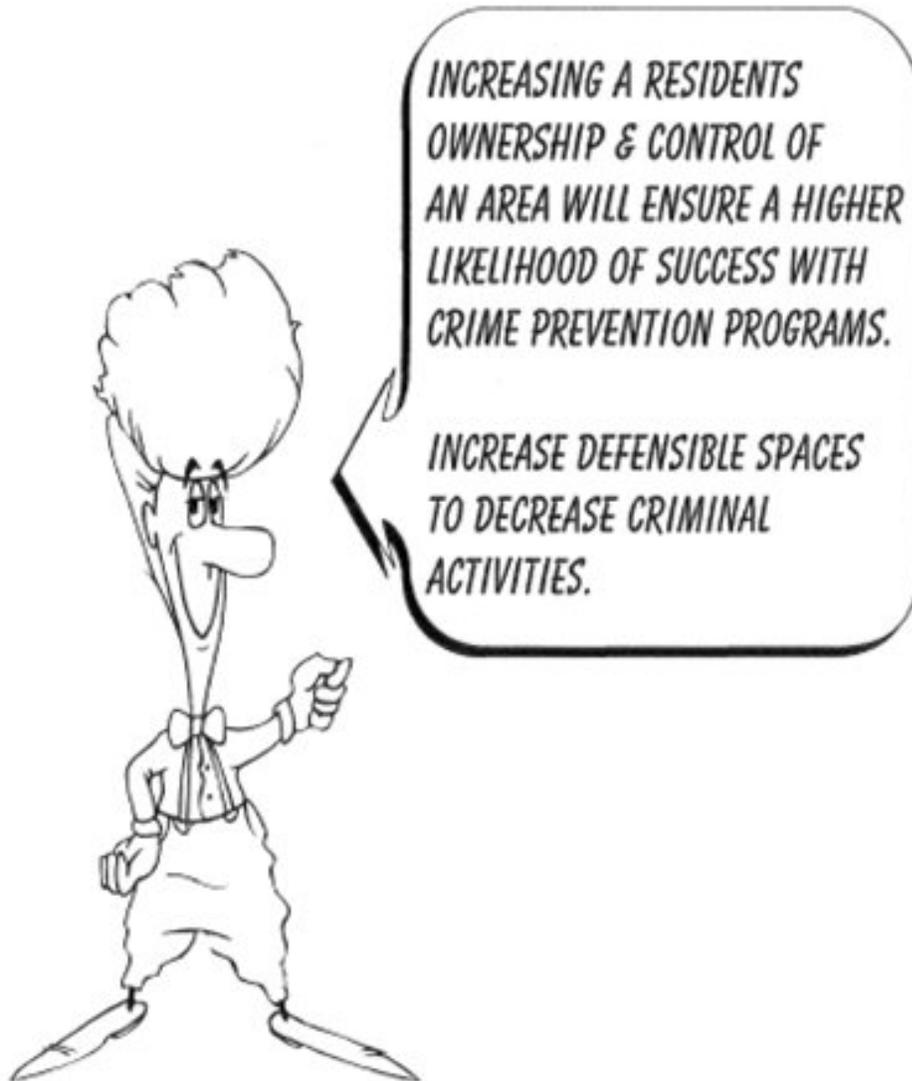
TERRITORIALITY is the third element in C.P.T.E.D. Territoriality is a psychological impression that people get when they look at the property. If management displays good territoriality, it will influence the community to respect the property as well. Good territoriality demonstrates a sense of ownership, alerting potential offenders that they don't belong there and they will be seen and reported, because undesirable behavior will not be tolerated. **It has two (2) principle components: Defensible Space and Maintenance.**

Defensible Space is divided into four (4) categories: Public, Semi-public, Semi-private, and Private.

1. *Public* areas are typically the least defensible. A car driving on a public street would not automatically arouse suspicion.
2. *Semi-public* areas might include a cul-de-sac. If there are only five homes in the circle, a driver would be expected to stop at one of the five homes or leave the area.
3. *Semi-private* areas might include sidewalks or common areas around residential areas. While most people may not confront a stranger in a common area, they are likely to call the police if the person does not appear to belong there.
4. *Private* areas are different in rental communities than in single-family home neighborhoods. In a typical apartment the private area may not begin until you actually enter into the unit. This is especially true if several units share a common balcony or stairways. In a single family home neighborhood, many owners consider their front yard to be private or defensible space.



There are many ways to establish defensible space. By planting low growing hedges or bushes, you will show a defined property line. By posting signs such as "No Trespassing" or "No Soliciting", you have established the area as defensible space.

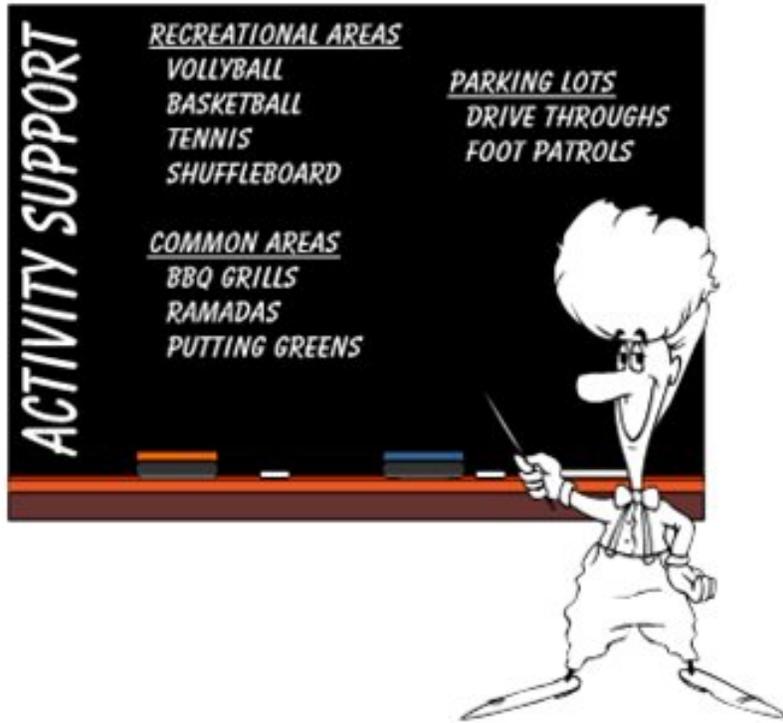


Maintenance is another key issue for Territoriality. Properties that are clean and well maintained are more likely to attract residents who take pride in their community. This also promotes confidence in the management team.

If you and a resident agree to improvements or repairs on the rental unit, make sure the details are in writing and signed by both parties. The landlord must approve all improvements to the property ahead of time. If the tenant expects to be reimbursed for materials and/or labor, this is especially true. Keep receipts and records of the time and money spent.

IMPROVE ACTIVITY SUPPORT

ACTIVITY SUPPORT is the fourth element in C.P.T.E.D. This involves the appropriate use of recreational facilities and common areas. The objective is to **fill the area with legitimate users so the abusers will leave.**



It may be difficult to believe that filling an area with legitimate users will cause the deviant users, or abusers, to leave. But the opposite is also true. If you fill an area with deviant users, the legitimate users will withdraw.

To promote Activity Support, utilize common areas effectively. By incorporating gazebos, picnic areas and other amenities into open areas, the legitimate users will maintain ownership of the property.

In recreational areas, utilize proper lighting techniques and establish community rules to

encourage the proper and safe use of the facilities. Unobscured visibility for the intended users of laundry facilities, exercise and game rooms is of paramount importance.

TROUBLESHOOTING

When you consider an area, ask yourself:

-
-
-

Also ask yourself:

-
-
-

THE 3 "D" CONCEPT OF C.P.T.E.D.

1. D

2. D

3. D

CONFLICTS WITH C.P.T.E.D. CONCEPTS

| SURVEILLANCE | ACCESS CONTROL |
|---|---|
| <p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p> | <p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p> |
| TERRITORIALITY | ACTIVITY SUPPORT |
| <p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p> | <p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p> |

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

C. P. T. E. D. LIGHTING

Lighting by itself does not prevent crime. Many times cars are burglarized while parked under a light. Lighting provides the opportunity for choice; the choice to walk forward because you can see clearly that the path is **clear AND free of danger. **IF** the user can see a potential danger (person hiding, a gang of kids at the corner), they may choose to walk a different way. Lighting can illuminate a target as easily as it provides a legitimate user the ability to see a potential threat or criminal.**

Lighting is a powerful tool that management and residents can use to control and reduce the fear of crime as well as the opportunity for crimes to occur.

Unless you have formal or informal surveillance of an area, lighting may not always prevent crime. In fact, good lighting without surveillance may actually encourage criminal activity in some cases.

GOALS OF LIGHTING

UNIT LIGHTING SHOULD BE:

- 5 Energy efficient (used consistently)
- 5 Non-tamperable (use special screws)
- 5 Break Resistant Lens (Polycarbonate-Lexan)

BUILDING LIGHTING SHOULD:

- 5 Illuminate building numbers
- 5 Illuminate building accesses
- 5 Illuminate front and back areas
- 5 Illuminate porch lights under control of building,
Not apartment user.

GROUNDS LIGHTING SHOULD:

- 5 Provide a cone of light downward to walkways
- 5 Provide a level of lighting between buildings
to distinguish forms and movement.

TYPES OF OUTDOOR LIGHTING

Energy-efficient lighting fixtures help you cut your electric bill. Plus, most products are easy to install because many models come pre-wired and preassembled. Each style comes with a lamp and you can also choose to add a photocell on some designs.

**Dusk-To-Dawn
High-Pressure
Sodium**
150 watt



**High-Pressure
Sodium Wall Light**
70 watt



**High-Pressure
Sodium Flood**
150 watt



**Quartz Light Metal
Halide**
500 watt

TYPES OF LAMPS

High Pressure Sodium, Metal Halide, Mercury Vapor and Self-Ballasted Mercury Lamps are all high-intensity electric discharge lamps. Except for self-ballasted lamps, auxiliary equipment such as ballasts and starters must be provided for proper starting and operation of each type, in accordance with American National Standards Institute (ANSI) specifications.

Low Pressure Sodium lamps, although technically not high intensity discharge lamps are used in many similar applications. As with HID lamps they require auxiliary equipment for proper starting and operation. These lamps, which have efficacies up to 200L/W, have a mixture of neon and argon gas plus sodium metal in the arc tube and an evacuated outer bulb. When voltage is applied to the lamp the arc discharge is through the neon and argon gas. As the sodium metal in the arc tube heats up and vaporizes, the characteristic yellow amber color of sodium is achieved.

Nominal Wattage of Lamps

Lamp wattage varies during life, because of ballast and lamp characteristics. Ballast data should be reviewed for actual wattage levels.

Voltage Control

An interruption in the power supply or a sudden voltage drop may extinguish the arc. Before the lamp will re-light, it must cool sufficiently, reducing the vapor pressure to a point where the arc will re-strike with available voltage. Instant re-strike lamps re-strike immediately with the resumption of power providing approximately 5% of steady state lumens and a rapid warm-up. Other lamps require approximately one minute cooling before re-lighting. Still other HID types take 3 to 20 minutes, depending on type of lamp and luminaire.

Incandescent Bulbs



Supreme incandescent bulbs are rated at 5000 hours compared to 750 for regular bulbs. Cooler burn with 85% longer lamp life. Withstands voltage fluctuations, and its brass base offers reduced socket freezing. Frosted or clear,

available in watt varieties.

Flood Light

One-piece weatherproof construction with a brass base to reduce socket freezing. Cooler burn.



COLOR RENDERING

Another key performance characteristic, *color rendering*, is the ability of a light source to represent colors in objects. The relative measure of this ability is color rendering index or CRI which rates light sources on a scale of 0 to 100.

The higher the CRI, the more vibrant or close to natural the colors of objects appear. For example, a CRI of 0 would come from a source that provides light without color, much like a black and white television. A CRI of 100 would represent a source that has the rendering capabilities of incandescent light (for sources below 5000K) or Daylight (for sources above 5000K). CRI is especially important when evaluating fluorescent and HID sources because they have a wide range of CRI's.

Fluorescent Tubes

Cast cool, bright, economical light indoors.

Pictured: Circular, one of the many fluorescent tubes available.



High Pressure Sodium

Hermetically sealed, this high-pressure Sodium lamp offers 24,000 hours of dependable life. Built for outdoor uses, it absorbs wind and vibration, is insulated against high voltage pulses and has minimal freezing or rusting in the socket. Clear or coated. (For use in high pressure sodium fixtures only).

PROPER USE VARIOUS LIGHTS

- ▲ METAL HALIDE: RECREATION AREAS, PARKING LOTS
- ▲ HIGH PRESSURE SODIUM: PARKING LOTS, COMMON AREAS
- ▲ FLUORESCENT: COVERED PARKING, PORCH LIGHTS, WALK PATHS
- ▲ INCANDESCENT: PORCH LIGHTS, INSIDE UNITS
- ▲ LOW PRESSURE SODIUM: DUMPSTERS, MAINTENANCE SHOPS



SECURITY LIGHTING

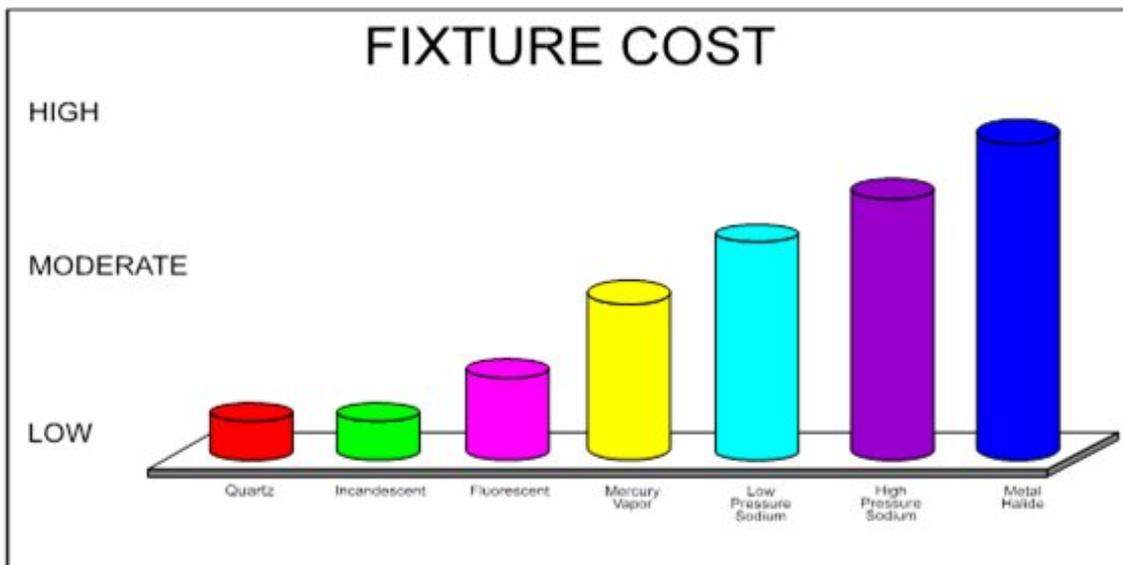
1. Purposes of lighting.

2. Lighting terminology.

3. Three types of lighting.

PROS AND CONS

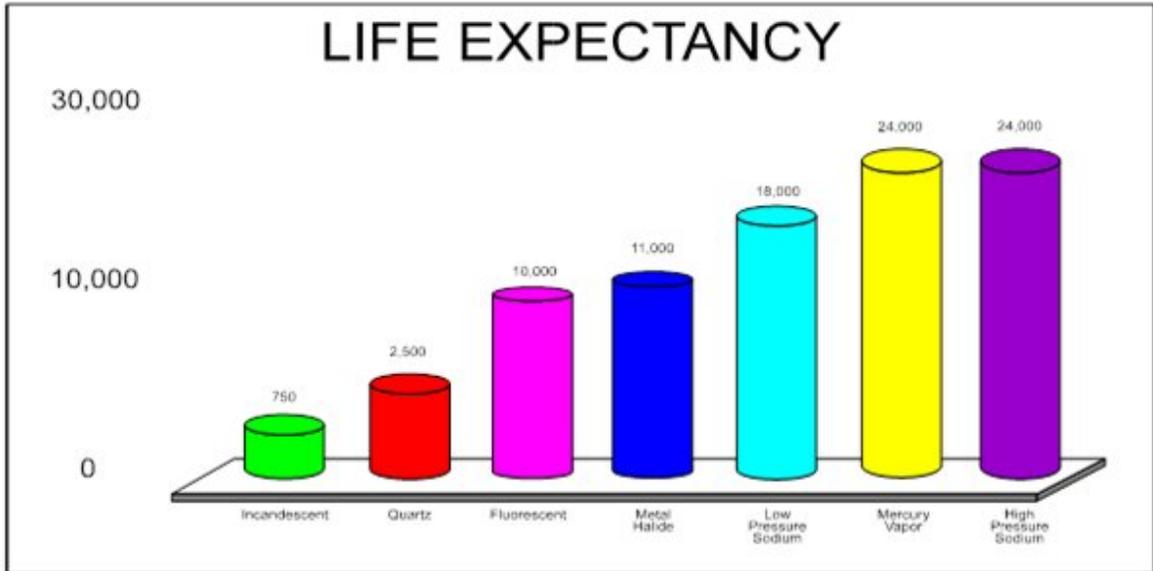
1. Type One:



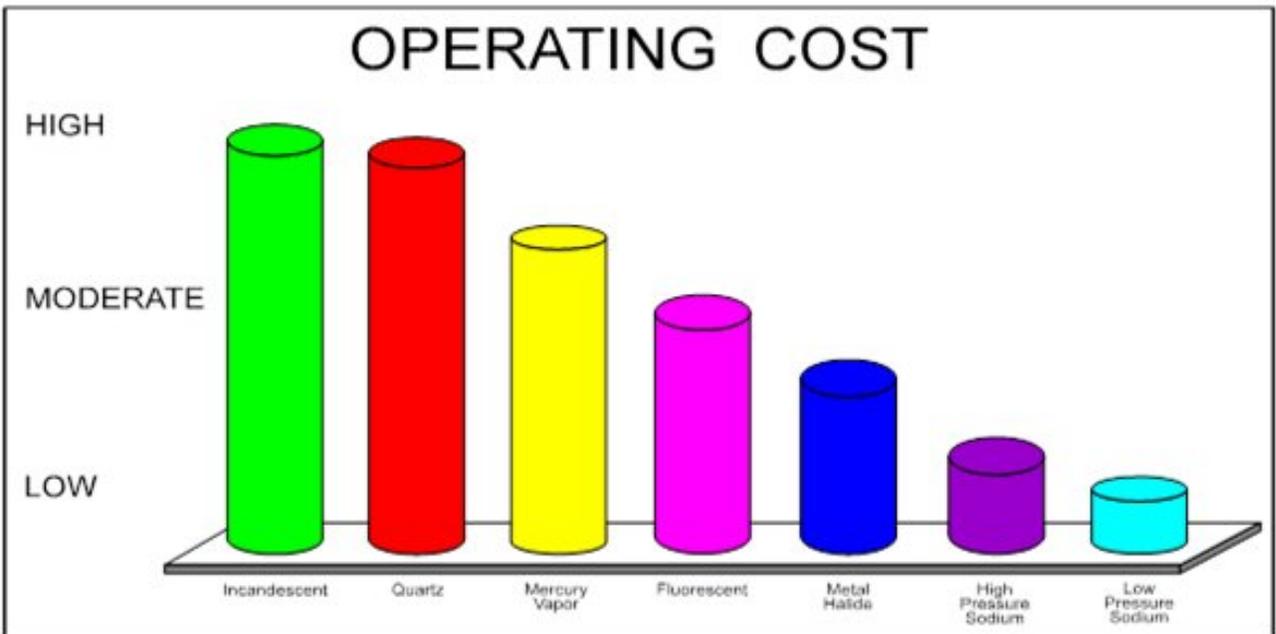
2. Type Two:

3. Type Three:

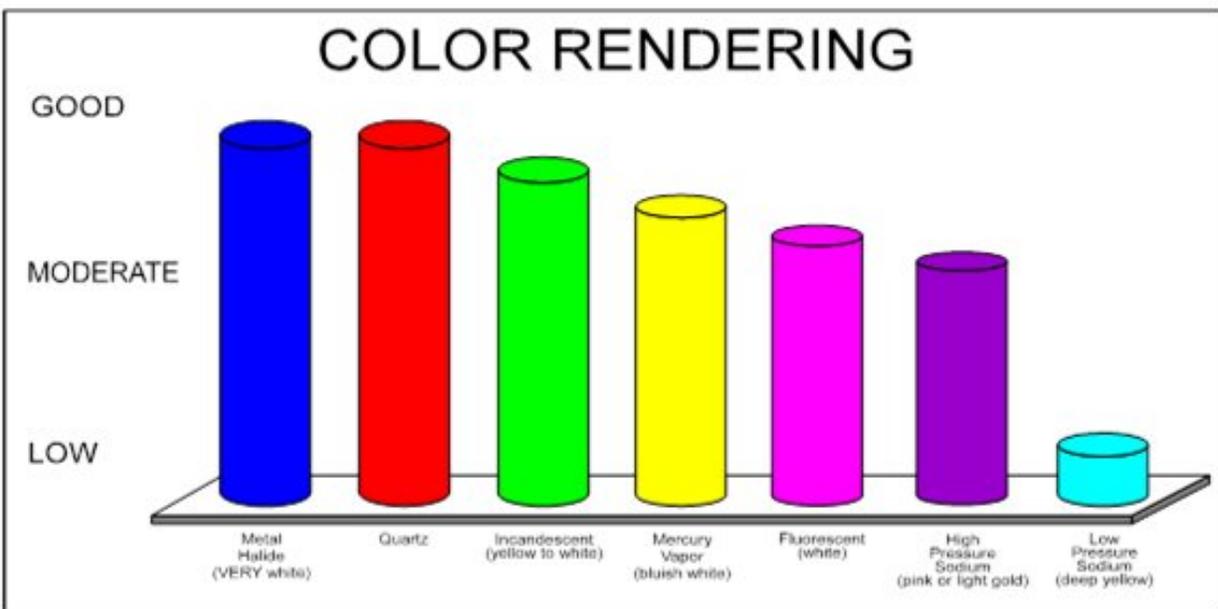
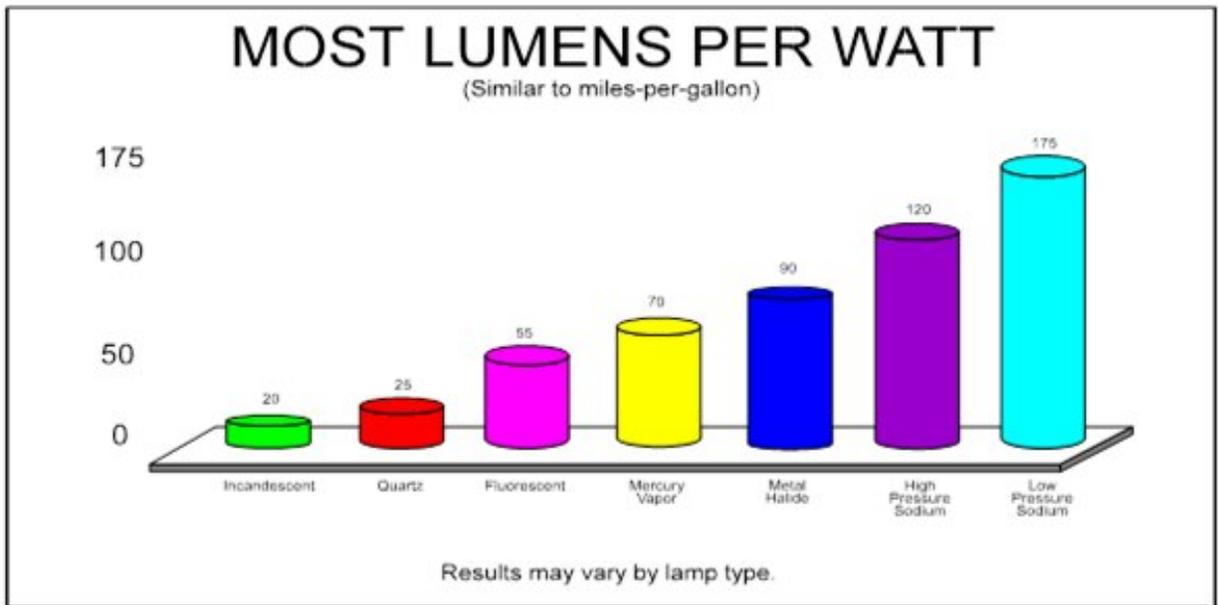
LIGHT and LAMP COMPARISON



While many lamps will offer varying degrees of efficiency and effectiveness, this is a general guide to discuss advantages and disadvantages with certain lamps. Contact a professional lighting consultant if you have any questions. Performance and costs may vary greatly from manufacturer to manufacturer. These charts are provided to show there are more considerations than just the cost of lighting.



NOTES □ NOTES □ NOTES □ NOTES □ NOTES



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PART FOUR

PART FOUR

THE APPLICATION PROCESS



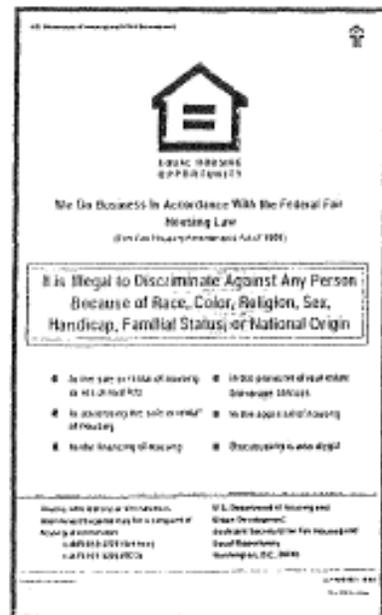
IT'S WORTH THE EFFORT

Property managers have differing views on how, or *if* they should screen prospective residents. Some property managers have rigid guidelines established by their management company or owners. Other property managers may feel that calling references or checking prospective residents is not worth the effort. Remember, the many of the problems associated with a rental property can be tied to the tenants and your screening process. Nobody, good or bad, can move into your rental unit(s) unless you let them. To avoid discrimination in applicant selection, it's important to understand Fair Housing Laws.

WHAT ARE PROTECTED CLASSES?

Federal Fair Housing Laws strictly prohibit any discrimination against protected classes. Those protected classes may include these and others:

- race
- color
- religion
- sex
- handicap
- familial status
- national origin
- source of income
- sexual preference



What most people may not be aware of is that EVERYONE is in a protected class! Everyone has a race, a color, a sex and a national origin. No one can discriminate against an applicant based on their color, regardless of what color they are. No one can be denied residency based on their national origin, regardless of where they were born. (**NOTE:** You should keep an "Equal Opportunity Housing" sign in the office to remind prospective residents that you do not discriminate against those protected by the Fair Housing Laws.) **Additional information about the Federal Fair Housing Act is located at the end of this chapter.**

WHAT ABOUT NON-PROTECTED CLASSES?

While discrimination against non-protected classes is not necessarily illegal, it may not be profitable either. For example, a property manager may discriminate against pet owners (provided that the applicant is not dependent upon the animal for a particular disability), but not allowing pets may turn away a large number of applicants. Another example is the property manager who chooses to rent to only non-smokers. Here again, it may be legal, but it may not be profitable.

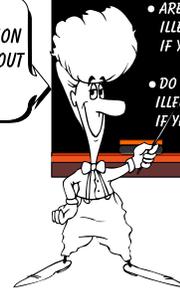
WHAT ABOUT CRIMINAL BEHAVIOR?

At this time it is not illegal to deny residency to an applicant based on their criminal history. Keep in mind, you should not deny an application on the basis of an arrest; but only on a conviction, guilty plea, plea of no contest, been placed on supervision, probation, or parole. If an applicant says they were not convicted, but they made a plea bargain instead, it is still a conviction.

YOUR APPLICATION SHOULD ASK ABOUT THESE ITEMS...

APPLICATION (CONTINUED)

- HAVE YOU EVER BEEN CONVICTED? YES ___ NO ___
IF SO, PLEASE EXPLAIN: _____
- ARE YOU CURRENTLY INVOLVED IN ANY ILLEGAL ACTIVITIES? YES ___ NO ___
IF YES, PLEASE EXPLAIN: _____
- DO YOU CURRENTLY USE OR SELL ANY ILLEGAL DRUGS? YES ___ NO ___
IF YES, PLEASE EXPLAIN: _____



Behavior is not one of the federally protected classes. An applicant can be denied residency for behaviors at previous rental properties. For example, you could refuse residency to an applicant who has repeatedly disturbed or threatened previous neighbors, sold or manufactured drugs, or damaged properties they previously rented.

When looking at the criminal history of prospective residents, ask yourself, "Is this a crime that poses a threat to my residents"? A felony embezzlement charge may not be a threat, but a misdemeanor charge for assault may constitute a threat.

.MAKE CRIME FREE MULTI-HOUSING A COMMITMENT!

It is important to convey to all prospective residents your intention to participate in the Crime Free Multi-Housing Program. Some property managers will attach a copy of the Crime Free Addendum to each application, while other property managers will display a poster-sized copy of the addendum in an area where prospective residents fill out their application.

You should also have a written applicant screening policy along with the criteria that will grounds to deny the application. If you are going to screen an applicant (including their criminal background) you must screen every applicant including the sweet little old lady.

Be certain to treat *all* applicants equally and fairly. **Also be certain to tell them about your participation in the Crime Free Multi-Housing Program before they fill out the application.** This gives them the opportunity to continue looking for other options. (NOTE: If an applicant refuses to live in a Crime Free Community, you won't have to deny their application!)

An application should be obtained from all occupants 18 years old and over and each occupant 18 and over should be screened and approved.

DISCLOSURE

If an applicant discloses a previous criminal history of convictions on the application, you should decide immediately whether or not to accept the application. If you accept the application, you may lose the right to deny the application later for any information they have disclosed. Check with your Management Company and/or attorney to be certain of your company's policy in this regard.

Bottom line...check each application thoroughly before accepting it or any processing fees.

What is Fair Housing?

The right for **all** people to live wherever they choose, to have access to housing (seek, purchase, sell, lease or rent) and enjoy the full use of their homes without unlawful discrimination, interference, coercion, threats, or intimidation by owners, landlords or real estate agents or any other persons.



Federal Fair Housing Law

7 Protected Classes:

- Race
- Color
- Religion
- National Origin
- Sex (incl. sexual harassment)
- Disability (mental and physical)
- Familial Status



State Fair Housing Law

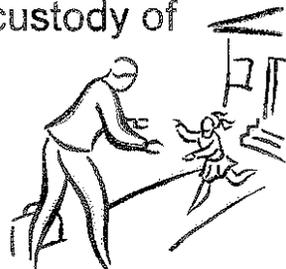
7 Additional Protected Classes in Illinois:

- Ancestry
- Age (40 and over)
- Marital status
- Military status
- Unfavorable discharge from military service
- Sexual orientation (incl. gender identity)
- Order of Protection Status



Familial Status

- Families with children under age 18
- Women who are pregnant
- Persons in the process of adopting children or obtaining legal custody of minors



Disability



- ❑ An impairment that substantially limits a major life activity (federal definition)
- ❑ Determinable physical or mental characteristic which may result from disease, injury, congenital condition of birth or functional disorder which is unrelated to the person's ability to acquire, rent or maintain a housing accommodation (Illinois Human Rights Act)

Sexual Orientation

- ❑ Sexual Orientation - actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity, whether or not traditionally associated with the person's designated sex at birth



Order of Protection Status

- "A person's status as being a person protected under an order of protection issued pursuant to the Illinois Domestic Violence Act of 1986 or an order of protection issued by a court of another state."
- Cannot be used as the basis for denying a rental application, evicting, etc.

Also Covered

- Association** – refers to persons associated with the tenant, such as children or friends
- Retaliation** – differential treatment because a person complained of or reported discrimination
- Intimidation** – harassment/other actions because of a protected class, related to enjoyment of a housing accommodation (neighbor to neighbor)
- Coercion** – attempts to force someone to discriminate

Other Fair Housing Laws

- Cook County housing ordinance also covers
 - Housing status (e.g., homeless)
 - Source of income (excl. housing choice vouchers)
- Local ordinances may cover additional bases (e.g. City of Chicago includes housing choice vouchers)



Facts



- Nationwide, 10,000+ charges filed yearly
- Most common allegation: discrimination in the terms and conditions of the sale or rental
- An estimated 3.7 million incidents occur annually
- Housing discrimination is perpetuated by other elements such as segregation, predatory lending, and gentrification

Reported Housing Discrimination in Illinois

IDHR Housing Division FY2012:

Inquiries..... 1046
Charges Filed..... 313
Completed Investigations..... 366



Bases of Discrimination:

Physical/Mental Disability 42%
Race..... 37%
Familial Status..... 14%
National Origin/Ancestry..... 13%
Sex..... 10%
Retaliation..... 6%
Sexual Orientation/Gender Identity... 4%

Note: many charges were filed under more than one basis

How to Protect Yourself

- Learn about fair housing laws
- Make sure your staff and agents follow the law
- Challenge your stereotypes (attend diversity training)
- Have policies and practices and follow them consistently

Who Is Bound by the Fair Housing Laws?

Any person engaging in real estate transactions:

- Landlords
- Property owners
- Property management companies
- Condominium or housing associations
- Real estate brokers, salespersons and appraisers
- Agents of all the above
- And...

And...

- Lending institutions and their agents
- Building developers and architects and their agents
- Insurance companies
- Newspapers
- Municipalities



What is Covered?



- ❑ Both commercial and residential transactions are covered:
 - State law covers all real property for sale, exchange, rental or lease
 - For purposes of appraisals and loans, only residential property is covered.

What Do Fair Housing Laws Prohibit?

- ❑ Discrimination in the sale or rental of real estate
 - Racial steering
 - Discouraging
 - Exaggerating drawbacks
 - Failing to mention positives
 - Communicating incompatibility
 - Segregating

What Else Do Fair Housing Laws Prohibit?

- ❑ Discrimination in the terms, conditions or privileges of a real estate transaction
 - Sexual harassment and harassment
 - Insurance redlining
 - Refusal to provide municipal services or property or hazard insurance for a dwelling
 - Differential treatment (repairs, lease violation notices)

Discrimination in Advertising

- ❑ Printing, circulating, posting, mailing, or publishing a written or oral statement, advertisement or sign indicating an intent to discriminate on a prohibited basis



Applies to anyone placing ads:

- Landlords, home sellers, housing providers, realtors, lenders
- Ad agencies, publishers, newspapers, directories, multiple listing services



ADVERTISING: Is This Legal?

APARTMENT FOR RENT

2 Bedroom/2 Bath, \$1500 per month
No more than 2 people preferred
Living room has a fireplace, master
bedroom has walk-in closet, second
bedroom makes for a great office.
Hardwood floors. Located in a quiet 10
floor building. Walking distance to the
train.

Tips for Advertisers – what message are you sending?

- Describe the apartment and neighborhood in neutral language
- Detail the application procedures
- Give the address/nearest intersection
- Use diverse models (race, family type, disability)
- Describe the property, not your idea of who would want to live there.

Disability Issues

- Housing providers must make **reasonable accommodations or modifications** for persons with disabilities



Examples of Reasonable Accommodations for Disabled Persons

- Change in parking rule
- Reserved accessible parking space
- Different way to get mail or pay rent
- Change in due date for rent
- And...



Accommodation in pet policies for a guide, hearing or support dog - if needed by a person with a disability

- Cannot refuse to rent or discriminate in terms, conditions or privileges
- Cannot charge a pet deposit
- May charge for actual damages
- Cannot require certification or training for the animal



Reasonable Modifications for Disabled Persons

- If necessary to afford such person full enjoyment of the premises
- At the expense of the tenant**
- Landlord may require the tenant to pay into an escrow account



Examples of Reasonable Modifications for Disabled Persons

- Adding support bars to bathroom
- Removing doors
- Changing sink to accommodate a wheelchair
- Adding an exterior ramp



Exemptions From Fair Housing Laws

Owner-Occupied Exemptions:

- Apartments in buildings with 4 units or less if the owner lives in one of the units (“Mrs. Murphy” exemption)
- Room rental in a private home if the owner resides in the building
- BUT NOTE: Some local ordinances cover all dwellings (e.g. Cook County, City of Chicago)
- No exemption re: race discrimination

Other Exemptions (limited):

- Non-profit religious organizations may give housing preference based on religion
- Certain types of affordable housing units may segregate by disability
- “Senior housing” may discriminate against families with children (not applicable to HUD-insured or HUD-subsidized buildings, or to Housing Authorities if household is otherwise qualified (age, income, unit size))

Requirements for Accessible New Construction

- Applies to most multi-family buildings of 4 or more units; if no elevator, then just the ground floor is covered
- Includes requirements such as accessible entrance, 36" route within the dwelling, accessible common use areas, higher wall plugs, lower light switches, and usable kitchens and bathrooms

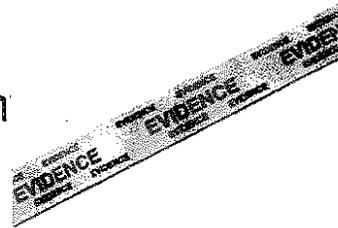
Investigating Charges

- Intake
- Service of charge
- Investigation
 - Interview complainant and respondent
 - Obtain documents
 - On-site
 - Interview other witnesses



Evidence of Discrimination

- Signs or ads
- Statements
- Disparate treatment
- Testing evidence
- Documents
- Witness testimony



Defenses

- Legitimate non-discriminatory reason
- Favorable treatment of others in the protected class
- Reasonable local, state, or federal occupancy standards
- Exempt

Tips for Respondents



- Tell the truth
- Keep good records—document actions
- Have stated policies and practices and follow them
- Document reasons for deviations from policies

Remedies and Damages



- Civil penalties
- Injunctive and equitable relief
- Monetary damages for actual damages suffered, such as higher rent costs, emotional damages
- Attorneys fees and costs
- Federal court and some local ordinances allow for punitive damages (e.g. Cook County, City of Chicago)

Scenario 1

An apartment seeker who uses a wheelchair has found a second-floor apartment in an older walk-up building. He asks the landlord to put in an elevator so he can reach the unit, but the landlord refuses.

Scenario 2

A rental complex advertises a spacious one-bedroom apartment. When a couple with a newborn applies, the property manager turns down their rental request, saying that a one bedroom is not sufficient for three people.

Scenario 3

A woman applies for an apartment. She has good credit and the required deposit. When the property manager calls the prospective tenant's previous landlord, she finds out that the woman and her ex-partner used to throw loud, late-night parties that caused some of the other tenants to complain. The property manager turns down her rental application.

Scenario 4

A woman with a ten-year-old son and a high credit score, excellent landlord references and adequate income from child support and Social Security disability benefits is denied housing in favor of an elderly, retired couple with lower credit scores, lower income and no references.

Marian Honel
Manager, Fair Housing Division
Illinois Department of Human Rights
100 West Randolph St., Suite 10-100
Chicago, IL 60601

Marian.Honel@illinois.gov
IDHR.FairHousing@illinois.gov
312.814.6219

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(EXAMPLE ONLY)

Happy Acres Apartments

APPLICATION FOR RESIDENCY

NAME _____ SOCIAL SECURITY # _____

DATE OF BIRTH _____ PLACE OF BIRTH _____

SPOUSE'S NAME _____ SOCIAL SECURITY # _____

DATE OF BIRTH _____ PLACE OF BIRTH _____

TOTAL NUMBER OF MINORS TO OCCUPY UNIT _____ LIST AGES _____

CURRENT ADDRESS _____ SINCE _____

CITY _____ STATE _____ ZIP _____ PHONE _____

LANDLORD' NAME _____ PHONE _____

PREVIOUS ADDRESS _____ SINCE _____

CITY _____ STATE _____ ZIP _____

LANDLORD' NAME _____ PHONE _____

PREVIOUS ADDRESS _____ SINCE _____

CITY _____ STATE _____ ZIP _____

LANDLORD' NAME _____ PHONE _____

HAVE YOU EVER BEEN EVICTED OR HAD A FORCIBLE DETAINER FILED AGAINST YOU?

REASON _____

DRIVERS LICENSE # _____ STATE _____ EXP. DATE _____

SPOUSE'S DR.LIC. # _____ STATE _____ EXP. DATE _____

VEHICLES - YOU OWN, ARE BUYING, AND/OR WOULD BE PARKING ON THE PROPERTY:

(MAKE/MODEL/YEAR/COLOR/LICENSE PLATE #/EXP. DATE/STATE)

PLACE OF EMPLOYMENT _____

ADDRESS _____ CITY _____ PHONE _____

DATED STARTED _____ POSITION _____ SUPERVISOR _____

GROSS INCOME _____ PER _____

SECOND/FORMER EMPLOYER

ADDRESS _____ CITY _____ PHONE _____

DATED STARTED _____ POSITION _____ SUPERVISOR _____

GROSS INCOME _____ PER _____

SPOUSE'S EMPLOYER

ADDRESS _____ CITY _____ PHONE _____

DATED STARTED _____ POSITION _____ SUPERVISOR _____

GROSS INCOME _____ PER _____

ANY ADDITIONAL INCOME - STATE SOURCE AND AMOUNT:

NAME OF BANK BRANCH/ADDRESS TYPE OF ACCOUNT ACCOUNT NUMBER

CREDIT REFERENCES:

CREDITOR'S NAME TYPE OF ACCOUNT ACCOUNT NUMBER MONTHLY PMT. IN WHO'S NAME

TWO PERSONAL REFERENCES:

NAME _____
ADDRESS _____ CITY _____
PHONE _____ RELATIONSHIP _____
NAME _____
ADDRESS _____ CITY _____
PHONE _____ RELATIONSHIP _____

Have you ever been convicted of a crime, placed on probation/parole, is there a current warrant for your arrest, or are you currently involved in any criminal activity?

Explain:

All information furnished on this application is to the best of my knowledge, complete and accurate. Discovery of false or omitted information constitutes grounds for rejection of this application. You or any agent of your choice may verify any and all information from whatever source you choose. I authorize all persons/or firms named in this application to freely provide any requested information concerning me and hereby waive all right of action for any consequence resulting from such information.

I acknowledge payment of \$ _____ as a nonrefundable fee for the purpose of processing this application.

Applicant _____ **Date** _____

Spouse _____ **Date** _____

SCREENING AGENCIES

Many applicant screening agencies will provide credit checks, eviction searches, and offer to search local or county court records for criminal data pertaining to your prospective tenants. While many of these companies make claims, the results they get may vary as greatly as the costs.

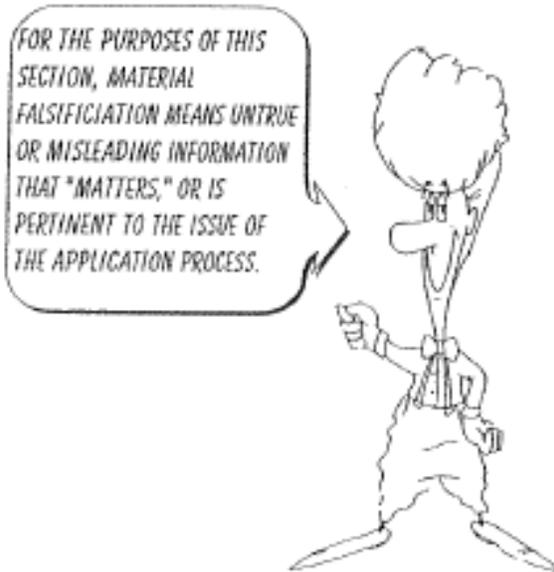
It is important to *shop around* for the best results, using a control group of names currently being processed. **Screening resource lists from the National Apartment Association and Chicagoland Apartment Association are provided as a supplement to this chapter.** You will find that licensed private investigators can provide the same service, including searching multiple courts and jurisdictions.

MATERIAL FALSIFICATION

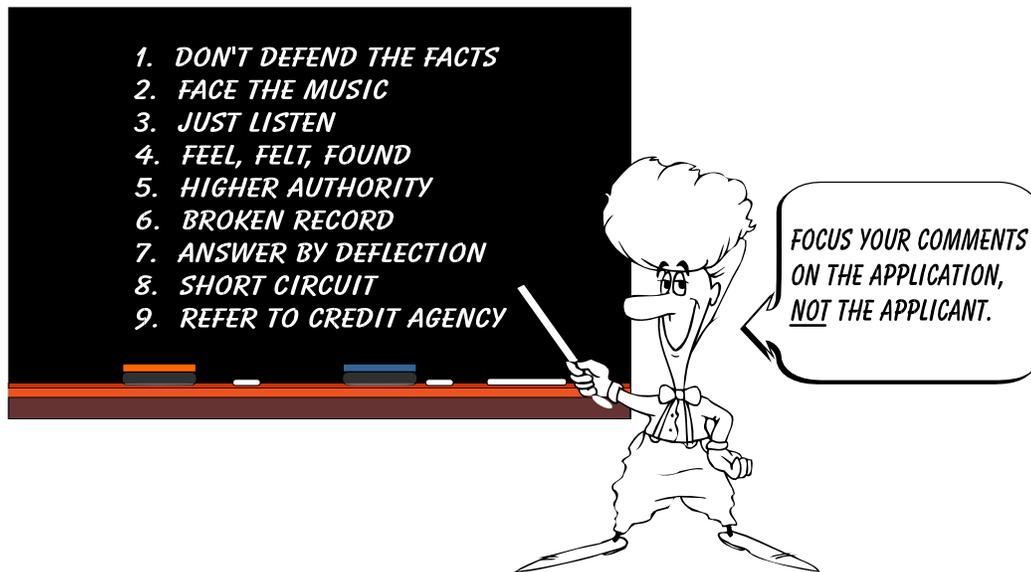
If there is a material falsification of the information provided on the rental application, the manager may serve a 10-day notice to the resident to terminate the rental agreement if the information is not corrected. If the corrected information provided would have disqualified the applicant in the beginning, the manager may proceed with the 10-day written notice (for violation of lease agreement).

Ensure that the applicant understands a false application constitutes a lease violation. Have this in writing. Check with your attorney or management company on the best way to accomplish this, whether on the application, on the lease, or as part of an addendum.

If the mistake was unintentional and the resident would have qualified anyway, the manager should void the 10-day notice.



REFUSING AN APPLICATION



Try to resolve the applicant's questions by using as few of these techniques as possible.

1. Don't Defend the Facts

7. Answer By Deflection

2. Face the Music

8. Short Circuit

3. Just Listen

9. Refer Applicant to Credit Agency

4. Feel, Felt, Found

5. Higher Authority

6. Dumb Broken Record

BOTTOM LINE:
PLAN YOUR WORDS VERY CAREFULLY --
DISCRIMINATION SUITS ARE FILED WHEN MANAGERS SAY TOO MUCH!

APPLICANT SCREENING CONCEPTS

The WORST time to screen your residents is..... .
during the eviction process!!!

As a rental property owner, or manager, in many respects you have more power than the police. You have the power to prevent problems from moving into your property and *you have the power* to move them off.

You should use the most thorough process possible to screen prospective tenants. Financial institutions measure a person's "credit worthiness" before issuing a loan. You should be measuring for an applicant's "tenant worthiness" (a predictor of what kind of resident they will be). This can be accomplished by not only checking the applicant's credit history, but also their criminal history and their rental history. The rental history includes evictions, lease violations, and rental background (do they change apartments often, or before the lease expired, and contact with previous landlords).

J. Denton Dobbins, a prominent Arizona attorney, advises that if property managers utilize better screening procedures they can expect:

- Good tenants
- Deferred maintenance costs
- A better living environment
- Residents who notify you of problems.... not create problems
- A waiting list for prospective tenants

Chris McGoey, The Crime Doctor, a nationally known crime prevention expert relates that a "good application" can be an *effective* screening tool in and of itself.

This section contains several examples of forms and documents (applications, screening policies, etc.). These items are provided simply as an example and are not specifically endorsed. What works for one property may not work as well for you. Discuss your applicant screening policy and process with your lawyer or an attorney experienced in landlord/tenant law. Adopt and develop screening criteria that suits your needs and that you and your attorney feel comfortable with. Your final goal and purpose is to protect yourself, protect your property, and protect your tenants.



RESIDENT SELECTION CRITERIA GUIDELINES
FOR APARTMENTS
EFFECTIVE FEBRUARY 23, 2004

All applications for residency will be evaluated without regard to the applicant's race, color, religion, sex, gender identity, handicap, familial status, national origin, age, marital status, military status, military discharge status, ancestry, disability, sexual orientation, parental status, housing status or to the extent required by applicable law, source of income.

Applicants must satisfy the following specific income, credit, landlord reference, employment criteria and criminal background report:

INCOME CRITERIA:

- Single Adult Applicant: The proposed monthly rental payment of a single applicant shall be no more than 33% of the applicant's monthly gross income.
- Two Adult Applicants: Where two adults are using their income to qualify under these Guidelines the proposed monthly rental payment shall be no more than 33% of the applicant's combined monthly gross income.
- Three or More Adult Applicants: Where three or more adults are using their income to qualify under these Guidelines, the proposed monthly rental payment shall be no more than 20% of their combined monthly gross income.
- "Income" means salary and wages from all employment, interest income, dividends, and pension, social security, alimony and/or child support payments (when directed by court order and continuously paid). Written verification may be requested from the applicant to confirm the stability of income.
- Income requirements may be waived for those applicants who have sufficient other verifiable liquid assets (such as, for example, cash, checking and bank accounts, stocks and bonds). These funds may be verified through current bank statements, brokerage statements and other tangible record evidence of such assets. The amount of other verifiable liquid "sufficient" funds for purposes of waiving the standard income requirements must exceed an amount equal to three times the annual rent due under the proposed lease.

CREDIT CRITERIA:

All applicants shall submit to screening and shall satisfy the acceptance criteria and thresholds established by Landlord and the Landlord's third party resident screening provider. Acceptance criteria and thresholds shall incorporate applicant's credit history (including, without limitation, past or current bad debts, late payments, outstanding balances due landlords, unpaid bills, liens and judgments) and at a minimum, the following additional requirements:

- Zero (0) eviction records;
- Zero (0) current bankruptcies; and
- Zero (0) completed/discharged bankruptcies in the past twenty four (24) months

EMPLOYMENT CRITERIA:

All applicants must have at least one (1) year of continuous full time employment prior to application and must also demonstrate that they are employed at the time of application unless;

- Applicant is a full time student or;
- Applicant is disabled or retired.

CRIMINAL BACKGROUND CRITERIA:

A criminal background check will be run on applicants and the application will be rejected if;

- Applicant has been convicted of;
 - Any felony offense within twenty (20) years prior to the date of the application;
 - or one (1) or more misdemeanor offenses within five (5) years prior to the date of the application.
 - Such offenses involve violence, theft, prostitution or the manufacture, distribution or possession of a controlled substance (including, without limitation, any of the following offenses: solicitation to commit, attempt to commit, sexual abuse or exploitation, public indecency, assault, battery, arson or disorderly conduct).
 - If at the time of application an applicant is subject to pending criminal proceedings in which a felony or one of the Misdemeanor Offenses is charged, Landlord may defer the assessment and evaluation of applicant's application until said proceedings have concluded and the charges have been dismissed or a judgment entered.

Any one of the following items will cause rejection of the application:

- The financial institution on which the check was drawn did not honor applicant funds.
- Applicant has a past history of not meeting his or her financial obligations based on an investigative consumer report.
- Applicant receives poor landlord references (i.e. poor rental payment history, violates management rules, disruptive behavior, or does not maintain apartment).
- Applicant's source of income is not lawful or stable. If an applicant works without receiving payroll checks or is self-employed, income must be established with a copy of the applicant's personal tax return for the previous year.
- Applicant has submitted false or misleading information on his or her application.
- Applicant is less than 18 years old.
- Applicant is visibly, objectively drunk or appears to be under the influence of drugs, or is abusive as evidenced by objective conduct, such as physical violence, threats or profanity.
- Applicant has attempted to bribe a member of the staff in order to obtain an apartment.

- Applicant has applied for an apartment, which is inadequate in size relative to the number of persons who will reside there. *See occupancy standards.
- Applicant is a foreign national who does not provide the following information:
 - Valid social security card and number, or
 - Current visa indicating basis for United States residency (i.e. student, exchange visitors or work visa); and,
 - If residence is permitted pursuant to a work visa, necessary proof may include:
 - A letter from applicant's employer confirming current employment, or
 - if residence is permitted pursuant to a student visa, a current I-20 ID (Certificate of Eligibility for Non-Immigrant (F-1) student status) completed and signed by the school attended by applicant together with a copy of applicant's letter of attendance to the school.

A third party resident screening provider will analyze credit and an "accept" or "reject" judgment will be made. In addition, the site is required to confirm employment by having the applicant(s) submit either two recent pay stubs or letter of employment. Landlord history is also to be verified by contacting the appropriate person.

GUARANTORS:

When the Income Criteria is not satisfied, guarantors will be permitted to guaranty the obligations of applicants under the following conditions:

- Applicant's employment history does not satisfy the Employment Criteria; or
- Applicant's income *is* not sufficient under the Income Criteria set forth above, but is not more than 40% maximum; or
- Applicant is a full time student in an accredited educational institution.

The guarantor must meet the Resident Selection Criteria Guidelines, with the exception that the monthly **rent shall not exceed 20% of the guarantor's monthly gross income.** The guarantor must submit a completed application, along with the appropriate investigative consumer report fee.

National Apartment Association
NSC Suppliers Guide / Resident and Employee Screening

Allied/ResidentCheck

Jorge Baldor, President
4230 LBJ, Suite 407
Dallas, TX 75244
972/404-0808 ext.114;
Fax: 972/692-7977
jbaldor@residentcheck.com
www.residentcheck.com

CBCAmRent an affiliate of CBCInnovis
Linda Richer, Director of Resident Screening

Christian Hoegh-Guldberg, National Sales Representative
P.O. Box 605
Columbus, OH 43216
614/222-5355; Fax: 614/222-4111
www.cbcinnovis.com

Fidelity Information Corporation

Scott LaMay, Business Development
17383 Sunset Blvd., Suite A-370
Pacific Palisades, CA 90272
800/845-1086; Fax: 310/230-0021
scott@gofic.com
www.goFIC.com

On-Site.com

Joseph Marcino, Vice President, Sales
Jake Harrington, Business Development Manager
105 Fremont Avenue, Suite D
Los Altos, CA 94022
866/2ON-SITE; Fax: 877/FAX ON-SITE
sales@on-site.com
www.on-site.com

RealPage, Inc.

Andrea Massey, V.P., Marketing
4000 International Pkwy.
Carrollton, TX 75007-1913
1-87-REALPAGE; Fax: 972/820-3383
marketing@realpage.com
www.realpage.com

RentGrow, Inc.

Anne Schwegman, Director, Products, Services
Michael J. Lapsley, President
275 Wyman St., Suite 14
Waltham, MA 02451
800/736-8476; Fax: 781/290-0687
sales@rentgrow.com
www.rentgrow.com

Talx Corporation - The Work Number® Service

Resident and Employee Screening
Frank Casso, Sales Manager
1850 Borman Ct.
St. Louis, MO 63146
314/214-7248; Fax: 314/214-7588

American Computer Software

Ken Saunders, Director of Product Marketing
Denis Clark, VP Sales and Marketing
4660 Duke Dr., Ste 210
Cincinnati, OH 45040
513/492-5844; 800/236-1596;
Fax: 513/792-5821
marketing@domin-8.com
www.domin-8.com

Contemporary Information Corporation

William Bower, President
25044 Peachland Avenue #209
Santa Clarita, CA 91321
800/288-4757; Fax: 800/677-8494
wbower@continfo.com
www.continfo.com

First Advantage SafeRent

Monte Jones, Vice President, Sales
Nevel DeHart, Executive Vice President
7300 Westmore Road, Suite 3
Rockville, MD 20852-5223
800/999-0350; Fax: 301/ 881-6703
mjones@FADVSafeRent.com
www.FADVSafeRent.com

Premier Information Center

Randy Veres, Account Executive
Marla Fogle, Account Executive
301 E. Virginia, 2nd Floor
Phoenix, AZ 85004
602/744-3703; Fax: 602/744-3768
kkoga@merchantsinfo.com
dwhipple@merchantsinfo.com
www.merchantsinfo.com

Reliable Background Screening

Rudy Troisi, President
P.O. Box 22215
Phoenix, AZ 85028
800/787-2439; 602/870-7711;
Fax: 602/870-7524
sales@reliablescreening.com
www.reliablescreening.com

Resident Data, A ChoicePoint Service

Resident and Employee Screening
Mike Davis, Director of Sales
Bill Reddoch, AVP Sales
12770 Coit Road, Suite 1000
Dallas, TX 75251
800/487-3246; Fax: 972/705-9976
sales@residentdata.com
www.residentdata.com

Highlighted companies WILL accept small property clients as of Dec. 2006. This does NOT constitute endorsement by the Village of Schaumburg

Chicagoland Apartment Association
Resident Screening

Fidelity Information Corporation

17383 Sunset Blvd., Suite A-370
Pacific Palisades, CA 90272
(319) 573-9944
Toll Free (800) 845-1086
Fax (319) 230-0021
<http://www.gofic.com>

Residentcheck. Com

4230 LBJ Freeway, Suite 400
Dallas, TX 75244
Michael Speanburg
(972) 419-0150
Fax (972) 233-5365
<http://residentcheck.com>

First Advantage Saferent

310 Busse Highway #318
Park Ridge, IL 60068
George Lisenbe, Great Lakes Bus. Mgr.
(847) 297-6121
Toll Free (888) 297-8821
Fax (847) 297-6123
<http://www.FADVSafeRent.com>

RS Group of Companies (Rentshield)

15 West Lake Dr.
South Barrington, IL 60010
(847) 649-3354
Fax (847) 649-3084
<http://www.residentshield.com>

On-Site.Com

1515 South Prairie Ave., Suite 405
Chicago, IL 60605
(708) 686-6749
Fax (877) 329-6674
<http://www.onsite.com>

Screening Reports, Inc.

729 N. Rt. 83, Suite 321
Bensenville, IL 60106
Timothy Fortner, Owner
(866) 389-4042
Fax (866) 389-4043
<http://www.screeningreports.com>

Rentgrow, Inc.

275 Wyman St.
Waltham, MA 02451
Kim, Brenna, Sales
(800) 736-8476
Fax (781) 290-0687
<http://www.rentgrow.com>

Transunion Credit Retriever

5889 S. Greenwood Plaza Blvd. #201
Greenwood Village, CO 80111
John Hall, Marketing Mgr.
(303) 302-1930
Fax (412) 486-8780
<http://www.creditretriever.com>

Resident Data, A Choicepoint Service

12770 Coit Rd., Suite 1000
Dallas, TX 75251
Courtney Eovaldi, Regional Sales Mgr.
(972) 972-1480
Fax (972) 705-9976
<http://www.residentdata.com>

SAMPLE SCREENING REPORT (Explanation on Page 3)

Prepared For: **Screening Reports**

Account #: 0002A Attn: NA
 Phone: 952-545-3953 Fax:
 Date Ordered: 08/27/2002 Completed: 08/27/2002 **1**
 Report Type: COMPLETE Reference: NA
 Charges: \$35.00 Proofed By: Tim
 File #: 2987E Client Type:

Screening Reports, Inc.
 729 N Route 83 #321
 Bensenville, IL 60106
 Phone (866) 389-4042 (630) 694-1670
 Fax (866) 389-4043 (630) 694-1672
 www.screeningreports.com

Applicant

2 TESTCASE, BARBARA Name
 9932 WOODBINE AV Address
 CHICAGO, IL 60693
 001-01-0418 SSN
 02/01/1950 Birthdate
 License

Additional Search Results

3 AKA: ELIZABETH N DUNCAN, ELIZABETH COOK,

Fraud Protection

Social Security Number

Provided: 001-01-0418
 Status: Issued SSN **4**
 State Issued: New Hampshire

*** Social Security Numbers can only be validated to being issued or not issued. They may be valid numbers but issued to a different person. If no credit report is found please request to see the applicant's social security card and State ID.

Criminal Record

*****Criminal records are gathered at State and County levels. Cross reference duplicates by Date, Docket, and Offense.*****

| Name Offense | Level Disposition | Date | County | Docket |
|------------------------------|------------------------|------------|---------|------------|
| BARBARA TESTCASE | MISD | 09/01/1999 | COOK | 9599959559 |
| RETAIL THEFT 5 | GUILTY 6 | | | |
| BARBARA TESTCASE | MISD | 05/28/1999 | MCHENRY | 99999999 |
| POSSES CANNABIS | GUILTY | | | |
| BARBARA TESTCASE | ORDINANCE | 01/31/2002 | WILL | 2002564654 |
| NOISE COMPLAINT | GUILTY | | | |

Employment References

| Employer Verified By | Start Date Phone # | Finish Date Salary |
|----------------------------|-----------------------|-----------------------|
| WALMART | 10/01/2000 | CURRENT |
| MARY - MANGER | 830-036-0381 | \$10.00/HOUR 7 |
| FULL TIME / CASHIER | | |

SAMPLE SCREENING REPORT (Explanation on Page 3)

Screening Reports Database

| Address City, State, Zip Verified By / Management Co. | Move Out Move In Phone # | Rent Amount Lease Terms Deposit Withheld | Roommates Proper Notice |
|--|--------------------------------|--|----------------------------|
| 8932 WOODBINE AV CHICAGO, IL 60693 | 10/01/2000 | \$900.00 ANNUAL | 0 YES |
| 8 JIM-MANAGER / NOTSOPLEASED APARTMENTS 830-630-6301 | | | |
| 1 X 5 DAYS LATE / \$1500 DAMAGE TO UNIT / WOULD NOT RENT AGAIN | | | |
| 10301 WESTWOOD CHICAGO, IL 60693 | 10/01/2000 09/01/1998 | \$850.00 N/A | 0 YES |
| SUE - MANAGER / LAKESIDE APARTMENTS 830-360-3601 | | | |
| CURRENTLY OWES \$850 / NON-PAYMENT OF RENT / UNDISCLOSED ADDRESS 9 | | | |

Credit Report Summary

| | | | | | |
|----------------------|---------------|--------------------|---|-----------------------|----|
| Public Records: | 1 | Collections: | 1 | Negative Trade Lines: | 0 |
| Revolving Accts: | 1 | Installment Accts: | 0 | Mortgages: | 1 |
| Credit Score: | 550 10 | Total Trade Lines: | 2 | Inquiries: | 34 |
| (350 low - 850 high) | | | | | |

| | High Credit | Credit Limit | Current Balance | Past Due | Monthly Payments | Available |
|---------------|-----------------|--------------|-----------------|------------|------------------|----------------------|
| Mortgage | \$47,000 | \$0 | \$31,400 | \$0 | \$130 | 0 % |
| Closed w/Bal | \$0 | \$0 | \$100 | \$0 | \$0 | 0 % |
| TOTALS | \$47,000 | \$0 | \$31,500 | \$0 | \$130 | 0 % 11 |

Collections

| Collection Agency Name Original Creditor | Opened Last Reported | Closed | Placed Amount | Balance Owed | Comments |
|---|-------------------------|--------|------------------|-----------------|-----------------------|
| RISK MANAGEM AMERITECH IL ACCOUNTS 12 | 03/01 04/01 | | \$205 | \$205 | PLACED FOR COLLECTION |

Public Records

| Description Docket # | File Date Paid Date | Court Plaintiff | Assets Liabilities |
|---|------------------------|--------------------|-----------------------|
| 13 CHAPTER 7 BANKRUPTCY FILING 93B39521 | 07/93 | CIRCUIT COURT | \$230,000 \$0 |

Credit Information

| Creditor Name Type of Account Account Number | Opened Verified Closed | High Credit Credit Limit Balance | Monthly Payment | Past Due Amount | Delinquency 30 / 60 / 90 (Days Late) | Manner Of Payment |
|--|------------------------------|--|--------------------|--------------------|--|----------------------|
| FILENES CREDIT CARD | 06/89 12/96 12/93 | \$500 \$0 \$100 | \$0 | \$0 | 0 / 0 / 0 | R01 14 |
| BANK AMERICA | 11/87 12/96 | \$47,000 \$0 \$31,400 | \$130 15 | \$0 | 0 / 0 / 0 | M01 |

Credit Inquiries

- 1** We put the start and completed date on every report to assist you in monitoring our turnaround times.
- 2** Applicant's name, address, social security number and birthdate. (Please confirm that this information is accurate.)
- 3** AKAs, (Also Known As) These names are other names this person has used in the past on credit cards or loans.
- 4** SRI verifies all social security number. We display the State the number was issued in and if the number is a valid possible number.
- 5** Criminal records are listed with the charge in bold.
- 6** Since we report all arrest, warrants and convictions, criminal dispositions are listed on every file.
- 7** Employment references are gathered by contacting the HR departments for each employer. SRI will fax, call and mail to ensure we receive accurate employment information
- 8** Rental References are verified with the county listed owners. We confirm payments and violations.
- 9** SRI investigates all previous address, even the address reported by the credit buruea. (undisclosed addresses)
- 10** Credit Scores, As a good rule of thumb a score between **700-850** is considered "A" credit, **600-699** "B" credit and **400-599** "C" credit.
- 11** We report you ac current monthly payment total for each debit to income ratios.
- 12** Every collection account will report the collection company and the original creditor
- 13** Public records section will include, tax liens, bankruptcy and judgements
- 14** Manner of Payment is a rating of each account provided by the credit bureau. Rating are between 01-09 and start with O,R,I,M or C

| | | |
|-------------------------|----------------------------------|-----------------------------|
| O = Open Account | 00 = Not rated | 08 = Repossession |
| R = Revolving | 01 = Pays ontime | 09 = Charge Off |
| I = Installment | 02 = 30-59 days past due | 9B = Collection |
| M = Mortgage | 03 = 60-89 days past due | 9P = Paid 09 Account |
| C = Credit | 04 = 90-119 days past due | UC = Unclassified |
| | 05 = 120 days or more | UR = Unrated |
| | 07 = Wage Earner Plan | |
- 15** Monthly payments are also broken down to each trade line.
- 16** Credit Inquiries will show you who else is viewing your applicant's credit. (Watch for other apartments that have screened your applicant reciently)

Sample Report : Applicant is Approved

RESIDENT DATA, INC
APPLICATION ANALYSIS

Recommendation:
Unit Application ID:

APPROVED
670549

| | | | |
|---------------------|--------------------|----------------|----------------------|
| Property Name: | Resident Data, Inc | Property ID: | 102019 |
| Submitted By: | CRYSTAL | Accounting ID: | 102019 |
| Phone Number: | 972-952-1480 | Receive Date: | 3/10/2003 4:58:27 PM |
| Apt or Unit Number: | 233 | Return Date: | 3/10/2003 4:58:41 PM |
| Monthly Rent: | \$ 679 | | |

Application Instructions and Results

THE UNIT APPLICATION IS APPROVED

Rent to Income Summary

| Applicant | Type | Credit Score | Monthly Income | Rent to Income | Min Income Req |
|---------------|-----------|--------------|----------------|----------------|----------------|
| ROBIN R SMITH | APPLICANT | 551 | \$ 2,700 | 25.15 % | \$ 2,058 |

Property Qualifying Criteria

| Ref # | Applicant | Individual Status | Type | Applicant ID |
|-------|--|-------------------|-----------|-------------------|
| | ROBIN R SMITH | APPROVED | APPLICANT | 912390 |
| 1 | Criteria Description | | | Criteria/Override |
| P | Applicant has no bankruptcy in the last 24 months. | | | CR 101 |
| P | Applicant has no legal items in the last 24 months. | | | CR 104 |
| P | Applicant has no tax liens in the last 24 months. | | | CR 105 |
| P | Applicant has no outstanding debt to previous landlords in the last 84 months. | | | CR 106 |
| P | Applicant has 50 % or fewer credit accounts rated 3 or higher in the last 24 months. | | | CR 110 |
| P | Applicant has 75 % or fewer credit accounts rated 3 or higher in the last 24 months. | | | CR 111 |
| P | Applicant has positive check verification. | | | CV 201 |
| P | Applicant has no felony conviction records matched in the last 100 years. | | | CM 301 |
| P | Applicant has no VCAP conviction records matched in the last 100 years. | | | CM 302 |
| P | Applicant has no serious misdemeanor records matched in the last 100 years. | | | CM 303 |
| P | Applicant has no convictions (excluding DWI and DWLS) in the last 100 years. | | | CM 304 |
| P | Monthly rent is equal to or less than 33 % of Applicant's income. | | | RI 401 |
| P | Monthly rent is equal to or less than 17 % of Guarantor's income. | | | GI 440 |
| P | Applicant has no record found in the registered sex offender database. | | | SX 501 |
| P | Applicant has no eviction record in the past 84 months. | | | EV 701 |
| P | Applicant has no RDI Apartment Collections in the past 84 months. | | | CO 806 |
| P | Applicant has less than 1 late pays or NSF checks in the past 6 months in the RDI SkipWatch database. | | | SW 850 |
| P | Applicant has less than 1 default and/or eviction notices in the past 84 months in the RDI SkipWatch database. | | | SW 851 |
| P | Applicant has no eviction filed in the last 84 months in the RDI SkipWatch database. | | | SW 852 |
| P | Applicant has no major adverse action records in the last 84 months in the RDI SkipWatch database. | | | SW 853 |

P = Pass
F = Fail

Sample Report : Applicant is Declined

RESIDENT DATA, INC.
APPLICATION ANALYSIS

Recommendation:
Unit Application ID:

DECLINED
662052

| | | | |
|---------------------|---------------------|----------------|----------------------|
| Property Name: | Resident Data, Inc. | Property ID: | 101790 |
| Submitted By: | ERICA | Accounting ID: | 101790 |
| Phone Number: | 972-952-1480 | Receive Date: | 3/1/2003 12:54:11 PM |
| Apt or Unit Number: | 59 | Return Date: | 3/1/2003 1:03:34 PM |
| Monthly Rent: | \$ 650 | | |

Application Instructions and Results

THE UNIT APPLICATION IS DECLINED

Rent to Income Summary

| Applicant | Type | Credit Score | Monthly Income | Rent to Income | Min Income Req |
|---------------|-----------|--------------|----------------|----------------|----------------|
| JOSE H GARCIA | APPLICANT | 542 | \$ 2,000 | 32.50 % | \$ 1,912 |

Property Qualifying Criteria

| Ref # | Applicant | Individual Status | Type | Applicant ID |
|-------|--|-------------------|-----------|-------------------|
| 1 | JOSE H GARCIA | DECLINED | APPLICANT | 901008 |
| 1 | Criteria Description | | | Criteria/Override |
| P | Applicant has established credit history in the last 24 months. | | | CR 100 |
| F | Applicant has no outstanding debt to previous landlords in the last 24 months. | | | CR 106 (1053) |
| P | Applicant has 50 % or fewer credit accounts rated 4 or higher in the last 24 months. | | | CR 110 |
| P | Applicant has no electrical and gas / water utility debt in the last 24 months | | | CR 117 |
| P | Applicant has positive check verification. | | | CV 201 |
| F | Applicant has no criminal records (excluding DWI and DWLS). | | | CM 300 (None) |
| F | Applicant has no felony conviction records matched in the last 20 years. | | | CM 301 (None) |
| P | Monthly rent is equal to or less than 34 % of Applicant's income. | | | RI 400 |
| | Monthly rent is equal to or less than 34 % of Guarantor's income. | | | GI 440 |
| | Applicant has no record found in the registered sex offender database. | | | SX 501 |
| F | Applicant has no eviction record in the past 24 months. | | | EV 701 (None) |
| P | Applicant has no RDI Apartment Collections in the past 24 months | | | CO 806 |
| P | Applicant has less than 3 late pays or NSF checks in the past 12 months in the RDI SkipWatch database. | | | SW 850 |
| P | Applicant has less than 1 default and/or eviction notices in the past 24 months in the RDI SkipWatch database. | | | SW 851 |
| F | Applicant has no eviction filed in the last 24 months in the RDI SkipWatch database. | | | SW 852 (None) |
| P | Applicant has no major adverse action records in the last 24 months in the RDI SkipWatch database. | | | SW 853 |

P = Pass
F = Fail

Check Writing Summary

| Applicant | Status |
|---------------|---------------|
| JOSE H GARCIA | APPROVED 4151 |

Credit Report Summary

| Applicant | Account Ratings (collections included in rating 9) | | | | | | | | | Credit Score | |
|---------------|--|---|---|---|---|---|---|---|---|--------------|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | |
| JOSE H GARCIA | | 1 | | | | | | | | 1 | 542 |

Criminal Record Search

| Records Match (Name or Alias) | DOB | Felony or Misdemeanor | VCAP | Sentence Date | Disposition Date | Confinement Term | Probation Term |
|---|----------|-----------------------|------|---------------|------------------|------------------|----------------|
| JOSE H GARCIA | 10/19/62 | FELONY | | 04/02/1998 | 04/02/1998 | | 3Y |
| White, Male, 5'09", 185, BRN HAIR, GRN EYES. Search in CO AGGRAVATED ASSAULT WITH A DEADLY WEAPON | | | | | | | |
| The criminal records displayed above are obtained from public records based on a name or alias match. In addition, to the name, the applicant generally must match birth date or other personal identifying information to be considered a match. Due to the possibility of an applicant sharing the name and birth date of another individual, it is possible that the applicant is matched in error. Further review is advised. The accuracy of the match is also based on the accuracy of the public records obtained and the accuracy of the applicant information submitted. Direct the applicant to contact Resident Data if you or the applicant believes an error is shown. | | | | | | | |

SkipWatch

| Applicant | Adverse Action | Property Name | Apt # | Phone | Balance | Reported |
|---------------|----------------|----------------|-------|--------------|---------|----------|
| JOSE H GARCIA | Eviction Filed | Preston Greens | 33B | 303-222-5555 | \$1,187 | 5/1/2002 |

Landlord Debt or Negative Mortgage Results

| Applicant | Customer ID | Customer Name | Type/Status | Balance | Date |
|---------------|-------------|-----------------|-------------|---------|---------|
| JOSE H GARCIA | 146YC02069 | THE CROSSING AP | Unpaid | \$4,199 | 03/2002 |

Eviction Search

| Applicant | Eviction Addresses | Date | Apartment Name |
|-------------|----------------------------------|------------|--------------------|
| JOSE GARCIA | 13900 ALBROOK DR DENVER CO 80239 | 02/12/2002 | VISION REAL ESTATE |
| JOSE GARCIA | 13900 ALBROOK DR DENVER CO 80239 | 02/27/2002 | VISION REAL ESTATE |

Additional Comments

| Applicant | Additional Comments |
|---------------|--|
| JOSE H GARCIA | Rejected: Applicant failed criteria 701 which has no override. |

Credit Bureau Addresses

| Applicant | Date Reported | Credit Bureau Addresses |
|---------------|---------------|--|
| JOSE H GARCIA | 08/2002 | 1955 ULSTER ST APT 327 DENVER CO 80220 |
| | 04/2002 | 3692 FAIRFAX ST DENVER CO 80207 |
| | 01/2002 | 13900 ALBROOK DR APT 804 DENVER CO 80239 |

Fair Screening for Non-U.S. Citizens

Consistency is key when screening non-U.S. citizen applicants.

BY LINDA RICHER

Screening applicants from an ethnically and culturally diverse population need not present a higher risk of discrimination for a rental community. Careful applicant screening and policy control can improve an apartment community performance, while at the same time reducing the risk of Fair Housing Act violations by eliminating bias in the application process.

Understanding the Law

When screening non-U.S. citizen applicants, property management firms must consider federal, state and local laws to remain in compliance with fair housing laws.

Management should conduct staff training or ask its current screening provider to educate company staff members about the Fair Housing Act, the Fair Credit Reporting Act, as well as state and municipal codes in their markets. In 2003, the Fair and Accurate Credit Transactions Act (FACT Act) made permanent the uniform national standards of credit markets and instituted new, strong consumer protections.

HUD Offers Screening Guidelines

The U.S. Department of Housing and Urban Development

offers clear guidelines regarding citizenship status (www.hud.gov/offices/fheo/library/sept11.cfm). According to HUD, asking prospective residents to provide documentation of their citizenship or immigration status during the screening process does not violate the Fair Housing Act. HUD regulations actually outline the process for collecting and verifying such documents.

However, the policy of apartment owners and managers regarding documentation must be consistent for all residents. The HUD Web site offers an example. A person from the Middle East who is in the United States applies for an apartment. Because the person is from the Middle East, the owner requires that the person provide additional information and forms of identification and then refuses to rent him the apartment.

Later, a person from Europe who is in the United States applies for an apartment at the same community. Because the person is from Europe, the owner does not have the person complete additional paperwork, does not verify the information on the application or check identification and rents the apartment. This is disparate treatment on the basis of national origin and, therefore, violates the Fair Housing Act. In this example, citizenship or immigration status should have been asked of both non-U.S. citizen applicants.

NAA provides a Supplemental Rental Application for Non-U.S. Citizens as an addendum to its lease. The form, which is only to be filled out by non-U.S. citizens, asks the applicant to show the apartment owner documentation from the U.S. Immigration and Naturalization Service (INS) that authorizes the applicant to be in the United States.

It is not illegal to refrain from using the form, nor is it unlawful to use the form as long as it is used in a manner consistent with fair housing laws, which prohibit housing discrimination on the basis of religion or national origin. Therefore, an owner cannot refuse to rent to a foreign national who meets the rental criteria, just because the applicant is a foreign national and not a U.S. citizen.

Checking Criminal Records

Criminal background reports also are recommended as a measure to screen out potentially dangerous or disruptive residents. Because criminals are not a protected class under the Fair Housing Act, communities can take additional measures to safeguard against criminal activity.

Online resources, such as the Office of Foreign Asset Control (OFAC) database, assist apartment owners in identifying known terrorists without the fear of discrimination. Resident screening companies typically offer OFAC checks as a service for a nominal fee or include it as part of their screening package. ■

Linda Richer is Director of Resident Screening for AmRent, a national resident screening provider. She can be reached at lricher@cbc-companies.com.

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Response to concerns about housing security following September 11, 2001

Rights and Responsibilities of Landlords and Residents in Preventing Housing Discrimination Based on Race, Religion, or National Origin in the Wake of the Events of September 11, 2001

In response to the widespread concern of future terrorist attacks, landlords and property managers throughout the country have been developing new security procedures to protect their buildings and residents. Many have educated their residents on the signs of possible terrorist activity and how to communicate security concerns to management or law enforcement. Landlords and property managers are working to keep their buildings safe, but at the same time they are responsible for making sure their efforts do not infringe on the fair housing rights of current or potential residents. Since the attacks of September 11, 2001, persons who are, or are perceived to be, Muslim or of Middle Eastern or South Asian descent have reported increased discrimination and harassment, sometimes in connection with their housing. To help address this growing concern, the following is a review of federal fair housing laws and answers to some questions regarding housing discrimination that have been raised since the events of September 11, 2001.

The Fair Housing Act

The Fair Housing Act (the Act) prohibits discrimination because of race, color, religion, sex, national origin, disability, and familial status in most housing related transactions. Further, the Act makes it unlawful to indicate any preference or limitation on these bases when advertising the sale or rental of a dwelling. The Act also prohibits harassment of anyone exercising a fair housing right and retaliation against an individual because s/he has assisted, or participated in any manner, in a fair housing investigation.

Screening and Rental Procedures

It is unlawful to screen housing applicants on the basis of race, color, religion, sex, national origin, disability, or familial status. In the wake of the attacks of September 11, 2001, landlords and property managers have inquired about the legality of screening housing applicants on the basis of their citizenship status. The Act does not prohibit discrimination based solely on a person's citizenship status. Accordingly, asking housing applicants to provide documentation of their citizenship or immigration status during the screening process would not violate the Fair Housing Act. In fact, such measures have been in place for a number of years in screening applicants for federally-assisted housing. For these properties, HUD regulations define what kind of documents are considered acceptable evidence of citizenship or eligible immigration status and outline the process for collecting and verifying such documents.* These procedures are uniformly applied to every applicant. Landlords who are considering implementing similar measures must make sure they are carried out in a nondiscriminatory fashion.

Example 1: A person from the Middle East who is in the United States applies for an apartment. Because the person is from the Middle East, the landlord requires the person to provide additional information and forms of identification, and refuses to rent the apartment to him. Later, a person from Europe who is in the United States applies for an apartment at the same complex. Because the person is from Europe, the landlord does not have him complete additional paperwork, does not verify the information on the application, and rents the apartment. This is disparate treatment on the basis of national origin.

Example 2: A person who is applying for an apartment mentions in the interview that he left his native country to come study in the United States. The landlord/ concerned that the student's visa may expire

during tenancy, asks the student for documentation to determine how long he is legally allowed to be in the United States. If the landlord requests this information, regardless of the applicant's race or specific national origin, the landlord has not violated the Fair Housing Act.

*See HUD Regulations at 24 CFR 5.506-5.512

Rules and Privileges of Tenancy

A landlord must make sure s/he enforces the rules of tenancy in a nondiscriminatory manner. A landlord's response to a violation of the rules must not differ based on the person's race, religion, or national origin. A landlord may not impose more severe penalties because the person is Muslim, of Middle Eastern or South Asian descent.

While landlords must be responsive to complaints from tenants, they should be careful to take action against residents only on the basis of legitimate property management concerns. Landlords should consider whether a complaint may actually be motivated by race, religion, or national origin.

Example: A landlord receives a complaint from a tenant who claims a Muslim tenant is "having a group of about five or six other Muslim men over to his apartment every Monday night." The tenant claims "the men appear unfriendly" and thinks they may be "up to something." However, the tenant's visitors do not disturb the other residents in their peaceful enjoyment of the premises. A landlord could be accused of religious discrimination if he/she asks the tenant to refrain from having Muslim guests when there is no evidence of any violation of established property management rules.

Landlords must also give all tenants the same privileges. A landlord cannot limit the use of building amenities such as community rooms, gyms, etc. based on person's race, religion, or national origin.

Example: A landlord typically allows building residents to reserve the community room for activities such as birthday parties. When a tenant who is Arab American asks to reserve the building's community room for a birthday party for his son, his request is denied even though the room was available. Later, the landlord grants the reservation to a tenant who is white, of European descent. By failing to give persons of different national origins the same privileges, this landlord could be accused of national origin discrimination.

Responding to Problem Tenants

The Fair Housing Act does not protect tenants who are unruly or who pose a danger to other residents. Landlords are allowed to take action against persons, whose behavior is disruptive to the neighborhood, including evicting such persons from the property. Of course, landlords must have the same eviction procedures for all tenants. Any disciplinary action taken must be on the basis of a person's behavior or other violations of property management rules, and not on race, national origin, religion, sex, color, disability, or familial status.

Landlords also do not have to rent to persons who do not financially qualify for the housing and may evict tenants who are delinquent in their payments. As long as the landlord uses the same standards to determine if an applicant is financially suitable and takes the same action against all persons who fall behind in payments, the landlord's actions would not violate the Fair Housing Act.

Filing a Complaint

If you feel your rights have been violated, you may file a fair housing complaint with HUD by doing any of the following:

- Completing our online complaint form
- Calling our toll free number 1-800-669-9777
- Writing a letter that includes
 - Your name and address
 - The name and address of the person your complaint is about
 - The address of the house or apartment you were trying to rent or buy
 - The date when this incident occurred
 - A short description of what happened

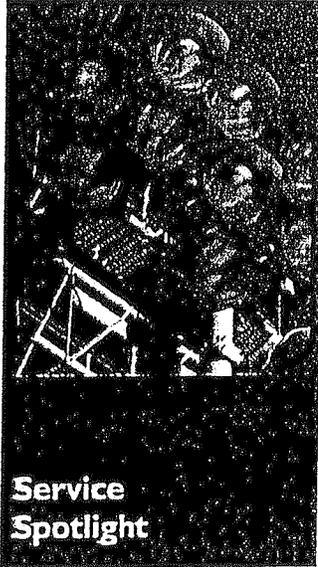
Then mail it to:

Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development Rm. 5204
451 Seventh Street SW
Washington, DC 20410-2000

HUD will investigate the complaint at no charge to you. You have one year after an alleged violation to file a complaint with HUD, but you should file as soon as possible. For more fair housing information, visit the web site for HUD's Office of Fair Housing and Equal Opportunity at www.hud.gov/fairhousing.

Content updated January 6, 2003

U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112 [Find the address of a HUD near you.](#)



**Service
Spotlight**

Weeding Out Prospects

Resident screening is vital, and not as confusing as you think

BY KIM FERNANDEZ

The phrase “resident screening” can strike terror in the hearts of otherwise perfectly rational property managers. While they know they really should be carefully screening prospective residents before having them sign the lease, they also know that an increasingly litigious society can make doing so risky for their properties and their companies. After all, a discrimination lawsuit, even when struck down in court, can be devastating to a business.

As a result, many communities do little more than a credit check when signing on new residents; many small property owners don't even go that far. Overwhelmed by the regulations and restrictions on what can and cannot come into play when considering signing on a new resident, managers shy away from interviews or questionnaires, instead preferring to go on that credit report or, worse, their guts when deciding whom to sign and whom to reject. What they may not realize is that such a tactic is actually more likely to land them in court than a proper resident screening program.

The good news is that resident screening isn't as complicated as many believe. In fact, establishing and sticking with a fair and consistent screening program can be a real revenue saver, not to mention highly effective

stress relief for anxious managers.

So how can a property establish a program that's fair, legal and effective? Listen to the experts.

The Importance of Screening

Nevel DeHart, Senior Vice President of First American Registry, doesn't mince words when it comes to screening prospective residents. “Resident screening is the most important day-to-day decision a property manager can make,” he says. “A community's overall integrity and profitability are directly correlated to how well its residents have been screened.”

Others in the screening business agree, including Edward F. Byczynski, President of National Tenant Network. “Unknowing acceptance of an applicant who is likely to violate the terms of the lease or rental agreement can have a devastating effect on an apartment community. From the abuse of the good residents and management staff to property destruction and financial loss, the results of poor resident selection practices destroy the financial well being of the community, its reputation and livability,” he says.

Failing to adequately screen residents, experts say, can lead to unexpected problems, including nonpayment of rent, fraudulent transactions, and even damaged or destroyed property from irre-

sponsible renters. And all of that means lost revenue for the apartment owner.

“Many times, accepting a bad resident can be more expensive than an empty apartment,” says Linda Bush, CEO of SafeRent Inc. “The multifamily housing industry loses \$4 billion annually to bad debt. Accurate, predictive resident screening allows properties to increase their bottom lines by reducing risk and finding the most qualified residents.”

That bad debt can devastate a property; on the flip side, implementing a screening program may help boost a property's income substantially. “A 1 percent improvement in economic vacancy, or the same percentage increase in rents, can help properties generate tens of thousands in additional net operating income (NOI) or funds from operations (FFO),” says Dave Carner of RealPage Inc. “Combined, these small incremental changes can increase a property's value 5, 10, maybe 15 percent.”

Screening Methods

So, fine. Property managers need to screen residents. But what can and can't they ask to stay within Fair Housing laws? And how can they avoid legal pitfalls that can arise from bad screening practices?

It's relatively simple, say

experts. The most important factor is consistency—asking the same questions and researching the same information for every single prospective resident regardless of race, religion or outward appearances. Then, having gathered that information, it's vital to apply the same criteria to every single applicant when deciding whom to accept and whom to send packing. As Bush says, "Properties need to make sure they are evaluating everyone on the same criteria and not giving any special treatment to one potential resident over another."

"Whatever your resident selection criteria, the single most important factor in defending a claim of discrimination is consistency," she adds. "For example, if you use a screening service, use the same service every time. If you perform criminal background checks, use the same process to obtain the information for every applicant, every time."

Byczynski agrees, and adds that educating leasing staff on fair housing requirements is essential when launching a screening policy. "Asking questions that seem to focus on circumstances or conditions protected by Fair Housing can easily give rise to complaints of discrimination with unfortunate consequences," he says. "Remember, a discrimination complaint is mostly founded on subjective feelings taken out of the application and screening process by a rejected applicant, not on hard facts pointing to improper treatment."

DeHart recommends that all apartment screening policies be spelled out in writing for prospective residents to review, thus avoiding misunderstandings of what's being asked and who may be rejected for a lease. Additionally, he says that having a knowledgeable staff is vital.

"Property managers should

require all leasing personnel to attend accredited training seminars that focus on Fair Housing and the Fair Credit Reporting Act," he says.

Others agree. "I would suggest that all applicants fill out an information sheet giving permission to do a credit search," says Marla Merritt of Choice-DATA. "That way, you are covered if they ever question the data you obtained."

On the other hand, screening may help an owner avoid a different, potentially devastating kind of liability suit. "The biggest probably is the liability associated with a convicted criminal who gets through a property's screening process and commits another crime against a person at the site," says Carner. "Courts all across the country have pointed the finger of blame at apartment managers. Accessing criminal information, in areas where it is relatively inexpensive, reliable and instantaneously available is a good method of mitigating risk and reducing liability."

What to Screen For

Most property managers know that a credit screen is fairly basic when it comes to an applicant. But beyond that, there are several important factors to consider when screening a prospective resident:

- **Ability to pay the rent.**

DeHart asks, "Do his income and credit obligations allow for housing expenses?" Compare income with expenses to see if your rent will fit into the prospect's monthly budget.

If he can pay the rent, will he do so? Checking on a prospective resident's past rental payment history is key, experts say. Even if the money is in his bank account to pay every month, don't assume he will. Check out his history to

make sure he doesn't have a history of nonpayment at previous residences. Byczynski also recommends checking to see if a prospect has any pending legal actions against him by a previous property manager.

- **History of fraud.** Bush says that a complete screening should include comparing the prospective renter's social security number with that on file with the Social Security Administration. It's not unheard of for renters with iffy renting histories to pick up the social security numbers of deceased individuals to pass credit checks.

- **Criminal background check.** DeHart recommends checking for any criminal past that might indicate a propensity to endanger other residents. And Merritt cautions that not all criminal record checks are created equal: "You have to do a proper search. Not many states have useful statewide information, so you have to do a search at the county level. Then it's hard to know what counties to search," she says.

- **Credit check.** While this is important, Buczynski says, "This should not be the sole or primary focus of the screening effort."

Other recommended questions to ask include how long the prospective resident has lived in each previous residence and how long he has been employed at his current job.

Small Owners, Same Concerns

"Small properties are sometimes viewed as a haven for applicants that have difficulties getting approved at large communities," cautions Carner. "Applicants that are denied at a larger property will sometimes assume that the smaller properties are less willing or

unable to check sources, such as criminal or eviction backgrounds. For these reasons, small properties have as much risk if not more than larger apartment managers."

Owners of just a few rental units often skip complete screenings of prospective residents due to lack of time or resources. But these owners have no less of a need for complete resident screening than their large-corporation counterparts.

At the same time, they are subject to the same laws and regulations as large rental companies, and their education of such issues is absolutely essential. "The most important thing for small properties to remember is that they are not exempt from the rules, regulations and problems the larger properties have to deal with," Bush says. "Finding services that will screen smaller properties can have positive effects on their business operations too. It is also important for smaller property owners to realize that they are just as susceptible to Fair Housing and Fair Credit issues as the larger properties. They too have to find a way to fairly and objectively approve their residents."

The experts agree that one of the best ways a small property owner can ensure a fair, complete screening of prospective residents is to find and use a screening company that can meet their needs. Since owners of 100 units or fewer rarely have the time or manpower to conduct extensive screenings on their own, finding a vendor to accomplish the task can be a real lifesaver.

"With the increased use of personal computers, most small, family-owned communities have access to the Internet," said Rich Schreiber, COO and Executive Vice President of Sales at RentPort. "This means they now have the opportunity to use the same

proven technology to screen applicants that the top 10 management companies rely upon to meet their fair housing requirements."

"Many real estate associations provide insight for their members as to available resources for resident screening," DeHart says. "Additionally, apartment association trade shows are excellent opportunities to speak with screening vendors and learn state-

of-the-art processes. Most large national screening companies don't solicit small property owners, so the property owners need to pursue them." ■

Information on Fair Housing presented in this article is not intended as legal advice. Property owners should consult with legal counsel before implementing or using any resident or employee

screening program.

Kim Fernandez is a Freelance Writer and has written about the multifamily housing industry since 1994.



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Screen Applicants to Create a Safe Community of Reliable Residents

BY RACHEL F. GOLDBERG



Time spent on prescreening applicants could save time, money and aggravation. Insist that all lines on the application be completed.

With more than enough reasons to screen potential residents—identity verification, credit worthiness and criminal record checks, to name a few—the task should not be taken lightly.

Naturally, the process is better if it is done quickly, or an applicant might choose an apartment home elsewhere, but the ultimate goal is to have a safe community with residents in good standing.

Create A Safe Environment

"Every property owner and manager today wants more than ever to create a safe environment for residents, employees and guests," said Nevel DeHart, Executive Vice President of First American Registry and SafeRent Inc.

"As times change, we are seeing deeper and more thorough background checks and intensified scrutiny becoming commonplace," he said.

Beyond the critical tasks of inspecting an applicant's identification documents for authenticity, DeHart said leasing managers now compare the supplied information against the FBI's list of most-wanted terrorists and criminals.

Some screening providers have added this service automatically to basic credit screening. Some even compare applicant information to a watch list compiled by the Office of Foreign Assets Control (OFAC) within the Department of the Treasury. OFAC enforces trade sanctions against certain individuals and organizations with ties to terrorism and narcotics.

First American Registry's screening service validates an applicant's Social Security number and further identifies aliases and other names associated with the applicant's Social Security number.

Called RegistrySCOREX, the service also automatically cross-checks every applicant against the FBI's and OFAC's watch lists.

In addition to criminal background checks and identification

verification, First American Registry's online screening service provides access to a database of 33 million property owner and resident court records that identify individuals who have failed to pay their rent in the past.

Screen Online

Also watching out for criminals is Reliable Tenant Screening (RTS). RTS is introducing a multi-state criminal search, covering 36 states and more than 100 million records. Presently, the search is available by ordering through RTS. Results are provided within a few hours, said Rudy Troisi, company President. Troisi said that RTS plans to make this service available online in May 2003.

Reliable Tenant Screening also provides a 33-state search of an online sex offender registry and a foreign-born national list. Records are updated by courts and departments of corrections, typically on a monthly basis, Troisi explained.

Richard Schreiber, President of Credit Retriever/RentPort, said his company also checks for sex offenders and criminals.

"What differentiates us is that we house criminal data. We have the largest private criminal database," he said. Schreiber added that it is important for consumers to understand where providers get their data, how often the databases are updated and the thoroughness of the database checks.

Credit Retriever/RentPort is working on a new "sophisticated matching technology" to enable, "with some degree of certainty," identification of individuals with common names, Schreiber said.

A different feature offered by Resident Data/ChoicePoint is The SkipWatch Information Exchange database.

"[The Exchange] allows property owners to exchange information on problem residents in real time. Since the information is shared over the Internet, the information moves much more quickly and is even available to landlords before a resident actually skips a lease," said Lonnie Derden, Vice President, Resident Data Inc. The SkipWatch system is faster than reporting through the credit bureaus and more effective because it is targeted to the multifamily industry, Derden said.

Resident Data also provides advanced risk evaluation of prospects in the areas of credit, income and financial strength to help determine the level of financial risk associated with each applicant, Derden said.

ChoicePoint screens applicants against more than 10 million records from 45 states, including civil court disputes, initial filings of eviction records, dispossessory warrants and property actions. This database is available to Resident Data customers through its National Eviction Search capability. Resident Data searches every state where the applicant has a prior address as part of its search, not just the state where the applicant is applying.

Photos ID

RealPage offers a database that covers 80 percent of the U.S. population with data from state departments of corrections, administrators of the courts and county jurisdictions, said Dave Carner, Vice President of Product Management at RealPage.

RealPage also collects data on fugitives and terrorists from seven jurisdictions, including the Secret Service, FBI and OFAC. Its

NSC Members Who Provide Resident Screening Services

Credit Retriever/RentPort 303/302-1930

First American Registry 800/999-0350

RealPage 87/REAL-PAGE

Reliable Tenant Screening 602/870-7711

Resident Data/ChoicePoint 770/752-5810

The U.D. Registry 800/464-1007

database includes data from 12 sexual offender registries, as well.

A unique feature RealPage provides, Carner said, is the ability to pull a photo into a report when it is available for sexual offenders, terrorists and fugitives.

In the screening process, RealPage checks multiple jurisdictions, starting with the area where the applicant would like to live and expanding to localities that appear on the credit report, Carner said. All checks are returned in 15 seconds.

Ask the Basics

While many screening companies offer the latest in technology for quick applicant screening, U.D. Registry Sales Director Gary Glucoft also advocates for performing the basic elements of applicant screening.

Do not ignore the obvious, he said. Be upfront with prospects—have rental criteria in writing and then list them line by line. Check the length of current employment and require the applicant to supply current and previous pay stubs. Indicate that current and previous residencies will be verified. Ask for a current utility bill to verify the current address

on the application.

Point out what is and what is not acceptable credit. Discuss the policy regarding prior evictions and criminal records.

In many cases, by being up front, prospects might recognize that they may be rejected and they will look elsewhere, saving time for both the applicant and the leasing agent. When the application to rent is offered, it is clear that pre-screening has been completed and expectations have been laid out.

Be very clear that the application must be complete. Indicate the required information on the form and specify that "N/As" will not be accepted unless explained.

Applications should accommodate only one adult applicant per form. If several adults apply for a single unit, each should fill out an application to compare any grave inconsistencies. All current and previous residences and employment should include contact information, dates, addresses, etc.

Glucoft understands that time is of the essence when leasing apartments, however, he added, that a few extra minutes initially could save time, thousands of dollars and a huge headache.

He said, if pre-screening is thorough, online instant rental decisions have far greater chances of coming back accept. ■

**Be upfront with prospects—
have rental criteria in writing
and then list them line by line.
Point out what is acceptable
and what is not acceptable.**

Apartment Security

Criminals Want Housing Too

by Chris E. McGoey, CPP, CSP, CAM

Rental housing crime studies have repeatedly shown that moderate to high-crime problems can usually be traced back to a small percentage of residents. Those causing the crime problems are often the acquaintances, ex-spouses, or boyfriends of a legal resident who decided to move in without your permission.

Resident Screening

The best way to head *off* this problem is to practice resident screening and enforce clearly defined and articulated community rules that are emphasized during the lease application process. The resident needs to know that their tenancy may be in jeopardy if they bring in an unauthorized (and unscreened) occupant. Proof of this method is well documented in apartment properties all over the country, as police calls for service seem to fluctuate proportionally as resident screening standards and rule enforcement vary following management changes.

Good resident screening involves checking credit, employment, rental history, and criminal background, if available. A good screening plan should call for all nondependent occupants to be included on the lease and subject to the same resident qualifications. All children should be identified on the lease along with maximum occupancy limits. In this day and age, resident screening is more than just establishing the ability to pay rent. In my experience, properties that tend to have a higher percentage of unauthorized occupants have lowered their screening standards on credit, rental and employment history, and don't do available criminal background checks. A policy of collecting double deposits or getting co-signers for an otherwise unqualified applicant is asking for trouble down the road and is unfair to the other residents.

Criminal Infiltration

When career criminals (usually males) cannot qualify to rent, they will try to infiltrate your property by secretly moving in with a legal resident. As you might expect, these undesirable occupants tend to attract other unsavory characters. The character of your property can change drastically, if left unchecked. The problem becomes acute when these unauthorized occupants are unemployed criminal types who hang out all day and all night and begin to ply their trade within your community. A symptom of this condition is people hanging out in the parking lot and high foot traffic in and out of a unit or group of units.

To fix serious illegal occupancy problems, sometimes you have to clean house and evict residents for non-compliance with your residency requirements. You need to re-emphasize your occupancy standards and then fairly but firmly enforce the rules.

The Crime Free Multi-housing Program lease addendum is a good example of community rules that can be legally enforced. Eviction rates as high as 60 percent have been necessary to regain control over seriously troubled properties. Although financially painful in the short term,

landlords soon get paid back in increased net operating income. It is common to see a property return to profitability after a few months with 98% occupancy rates and a waiting list.

How to Spot Unauthorized Occupants

A fair question often asked is how do you identify an unauthorized occupant versus a short-term social guest? The answer is to "know your residents". This may seem like an impossible task, especially when your community exceeds one hundred units. Your community rules should have a written procedure for notifying management when a social guest has an extended stay and to arrange for a parking space. To solve this identity crisis, property managers around the country have found creative ways to get to know their residents.

What follows are some ideas to help you identify and deal with unauthorized occupants:

- Establish written community rules for visiting social guests
- Add new occupants/roommates to the lease only if they pass screening
- Regularly audit units for unauthorized occupants (formally and informally)
- Photograph each resident for the lease file for 10 purposes (helpful for unit lockouts)
- Assign coded parking spaces and record vehicle information (easy to spot new cars)
- Require parking permit decals on cars and motorcycles
- Require overnight guests to park in designated guest spaces only (get vehicle info)
- Train staff to be alert for illegal occupants, new vehicles, and new children
- Periodically, inspect units (smoke detectors, A/C filters, furnace ventilators, lock checks)
- Always follow up all verbal occupancy warnings with a letter
- Serve non-compliance notices for every rule violation. Be consistent
- Evict residents who violate community rules and house illegal occupants
- Be fair, firm, consistent, and document, document, document

Criminals Want Housing Too

Crime Free Conference- Albuquerque, NM (August 7-9, 2006)

Crime Rx Books



This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at <http://www.hud.gov/offices/fheo/FHLaws/yourrights.cfm>

Fair Housing--it's Your Right

Fair Housing Act

HUD has played a lead role in administering the Fair Housing Act since its adoption in 1968. The 1988 amendments, however, have greatly increased the Department's enforcement role. First, the newly protected classes have proven significant sources of new complaints. Second, HUD's expanded enforcement role took the Department beyond investigation and conciliation into the area of mandatory enforcement.

Complaints filed with HUD are investigated by the Office of Fair Housing and Equal Opportunity (FHEO). If the complaint is not successfully conciliated, FHEO determines whether reasonable cause exists to believe that a discriminatory housing practice has occurred. Where reasonable cause is found, the parties to the complaint are notified by HUD's issuance of a Determination, as well as a Charge of Discrimination, and a hearing is scheduled before a HUD administrative law judge. Either party - complainant or respondent - may cause the HUD-scheduled administrative proceeding to be terminated by electing instead to have the matter litigated in Federal court. Whenever a party has so elected, the Department of Justice takes over HUD's role as counsel seeking resolution of the charge on behalf of aggrieved persons, and the matter proceeds as a civil action. Either form of action - the ALJ proceeding or the civil action in Federal court- is subject to review in the U.S. Court of Appeals.

Significant Recent Changes

1. The Housing for Older Persons Act of 1995 (HOPA) makes several changes to the 55 and older exemption. Since the 1988 Amendments, the Fair Housing Act has exempted from its familial status provisions properties that satisfy the Act's 55 and older housing condition.

First, it eliminates the requirement that 55 and older housing have "significant facilities and services" designed for the elderly. Second, HOPA establishes "good faith reliance" immunity from damages for persons who in good faith believe that the 55 and older exemption applies to a particular property, if they do not actually know that the property is not eligible for the exemption and if the property has formally stated in writing that it qualifies for the exemption. HOPA retains the requirement that senior housing must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. It also still requires that senior housing publish and follow policies and procedures that demonstrate intent to be housing for persons 55 and older.

An exempt property will not violate the Fair Housing Act if it includes families with children, but it does not have to do so. Of course, the property must meet the Act's requirements that at least 80 percent of its occupied units have at least one occupant who is 55 or older, and that it publish and follow policies and procedures that demonstrate intent to be 55 and older housing.

A Department of Housing and Urban Development rule published in the April 2, 1999, Federal Register implements the Housing for Older Persons Act of 1995, and explains in detail those provisions of the Fair Housing Act that pertain to senior housing.

2. Changes were made to enhance law enforcement, including making amendments to criminal penalties in section 901 of the Civil Rights Act of 1968 for violating the Fair Housing Act.

3. Changes were made to provide incentives for self-testing by lenders for discrimination under the Fair Housing Act and the Equal Credit Opportunity Act. See Title II, subtitle D of the Omnibus Consolidated Appropriations Act, 1997, P.L. 104- 208 (9/30/96).

Basic Facts About the Fair Housing Act

What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

Additional Protection if You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability

your landlord may not:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

Housing Opportunities for Families.

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates intent to house persons who are 55 or older.
-

A transition period permits residents on or before September 13, 1988, to continue living in the housing/ regardless of their age, without interfering with the exemption.

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the Housing Discrimination Complaint Form is available for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the HUD Office nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification to the housing involved
- A short description to the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) to the alleged violation

Where to Write or Call:

Send the Housing Discrimination Complaint Form or a letter to the HUD Office nearest you or you may call that office directly.

If You Are Disabled:

HUD also provides:

- A toll-free TTY phone for the hearing impaired: 1-800-927-9275.
- Interpreters
- Tapes and Braille materials
- Assistance in reading and completing forms

What Happens when You File a Complaint?

HUD will notify you when it receives your complaint. Normally, HUD also will:

- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

Conciliation

HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

Complaint Referrals

If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

What If You Need Help Quickly?

If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

What Happens after a Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent wants the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing:

If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALA) will consider evidence from you and the respondent. If the ALA decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are 10,000 for a first violation and \$50,000 for a third violation within seven years.
- To pay reasonable attorney's fees and costs.

Federal District Court

If you or the respondent chooses to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALA, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

In Addition

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

Other Tools to Combat Housing Discrimination:

If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.

The Attorney General may file a suit in a Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information:

The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Office nearest you.

Content updated November 11, 2002

U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112 [Find the address of a HUD office near you.](#)

TO: Rental Property Owners and Managers

From: Captain Mike Gagich, CFMH Program Coordinator

Subject: Rental Applicant Screening

A thorough applicant screening process is essential if you choose to protect your property, your other rental resident and neighbors, as well as yourself. A credit check may tell you if the applicant pays their bills, but it may not really tell you about their character. A person's past behavior is often a reliable indicator of future behavior. Do you want to entrust your investment to a convicted drug dealer, convicted gang member or convicted sex offender?

You may choose to utilize a criminal background check as part of your screening process. The federal fair housing act addresses protected classes. Criminal behavior is NOT a protected class. To prevent complaints of discrimination in your screening process, you should have written criteria and you should apply it evenly and in the same manner with every applicant.

Criminal background checks can be obtained from various sources. Many credit reporting agencies can provide this information as part of a comprehensive package. Locally, many private investigative and security agencies may provide such screening services.

Discuss your applicant screening process with YOUR lawyer or an attorney experienced in landlord/tenant law. Adopt or develop screening criteria that suits your needs and that you and YOUR lawyer feel comfortable with. This packet is solely to provide you with general information about rental applicant screening and IS NOT intended as legal advice.

Notice of Disclaimer

Certain portions of the Granite City CFMH workbook and/or this information packet contain description of legal procedures. These descriptions are general summaries and are not intended to provide clear understanding of the legal process. The distribution of the manual and/or information packets is done with the expressed understanding that the City of Granite City, the Granite City Police Department, or their employees are not engaged in rendering legal services. No part of this manual or information packet should be regarded as legal advice or considered as a replacement for the landlord, manager, or owners' 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 the manual and/or information packets could be rendered obsolete. We urge you to seek the assistance of a qualified and experienced attorney to assist with your rental situations.

Application Criteria

All applicants for residency will be processed through a credit-reporting agency. All responsible parties 18 years of age or older must complete and sign an application. Unauthorized occupants are strictly forbidden.

In reviewing the application, all or part of the following areas will be taken into consideration.

1. CREDIT

All credit status for the last 2 years will be checked through the appropriate **Credit Bureau**. The credit history must be free of any outstanding debt to previous landlords, and creditor.

2. RESIDENT/RENTAL HISTORY

The last 2 years resident/rental history is required. All appropriate phone numbers and addresses, where this information may be **VERIFIED**, must appear on the occupancy application. All resident history must be free of rental housing evictions, skips and all delinquencies

3. EMPLOYMENT INCOME

Applicant's **local employment** must be verified, including salary amount. Monthly rent cannot exceed a certain percentage of the gross monthly income.

4. CHECK WRITING HISTORY

Code must be acceptable.

5. CRIMINAL HISTORY

The criminal records of all household members over the age of 18 will be checked and reviewed for felony and misdemeanor offenses. The information gathered as the result of this check would affect the approval of the application.

This community is committed to CRIME-FREE and DRUG-FREE HOUSING. The lease agreement prohibits criminal activity, including drug related criminal activity on or near our premises.

(This sample is provided for informational purposes. You should create your own policies for the benefit of your residents and employees. You should seek legal review and approval from YOUR attorney.)

Grounds for Denial

Applicants will be denied if they do not meet the community owner's screening criteria. Applicants may be denied for any, and or a combination of any, of the following reasons:

1. Any convictions or pending charges that constitute a misdemeanor or felony, including but not limited to crimes against persons or property, theft/burglary, theft by check, theft of services or materials, prostitution, history of violence, illegal controlled substances, and harboring a fugitive.
2. History of allowing unauthorized occupant(s) to reside in your apartment/townhouse/home as evidenced by landlord's verification(s).
3. History of being an unauthorized occupant on another person's lease where management problems, late payments, evictions, skips, or damages occurred as evidenced by landlord's verification(s).
4. Poor housekeeping as evidenced by landlord's verification(s).
5. History of drug abuse as evidenced by landlord's verification(s).
6. History of paying rent late or poor rental background as evidenced by landlord's verification(s) and/or credit report.
7. Derogatory credit report.
8. History of property damage to apartments/townhouse/home or common areas as evidenced by landlord's verification(s) and/or credit report.
9. History of lease violations as evidenced by landlord's verification(s).
10. History of violence and interference with management's duties and responsibilities as evidenced by landlord's verification(s), government or social agency verification(s), police reports, and/or criminal background checks.
11. No approval code from company used for check writing verification.

Applicants will not be denied on the basis of race, color, religion, national origin, sex, handicap, or familial status.

Applicant Signature

Date

Applicant Signature

Date

(This sample is provided for informational purposes. You should create your own policies for the benefit of your residents and employees and seek legal review and approval from YOUR attorney.)

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

PART FIVE

PART FIVE

COMMON SENSE SELF DEFENSE

AWARENESS IS THE KEY

Most crimes can be prevented if there is careful consideration given to measures proven to reduce the likelihood of criminal activity. It is important to assess the types of crimes that have occurred on the property, as well as crimes that have been committed on similar properties. To discount the possibility of crime because "It has never happened before" is not using good sense.

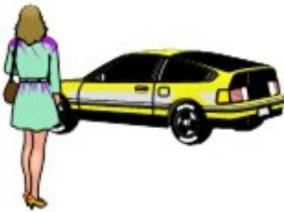


It is imperative to understand the potential for many crimes exists and that steps to prevent those crimes should be taken before they occur. Many times, crime prevention involves keen awareness of the surrounding area, and that doesn't cost a lot of money. Using a buddy system after hours is one inexpensive way to reduce the likelihood of an attack.

WORKING AFTER DARK

When working late, it is a good idea to have another person in the office or nearby. A person walking to a car alone is much more likely to be attacked than a person who is walking with somebody else. There is strength in numbers!

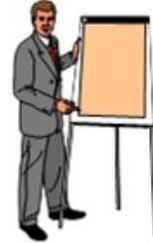
If a person must walk out to their car alone, it is a good idea to have the car as close to the office as possible, reducing the walking distance. Whenever possible, employees (especially employees who may leave after dark) should be given assigned parking spaces closest to the office area, or be allowed to move their vehicles closer before it gets dark.



If this is not possible, assign an area as close as possible which has excellent security lighting that cannot be easily disabled. It is also essential, when trimming bushes or trees, to keep in mind the casual observers who may live or be visiting in the general area. Keeping bushes and trees trimmed and/or removing any objects that may block surveillance of the area or offer a hiding place for an attacker will also allow the casual observer an open field of vision into the area.

EMPLOYEE TRAINING PROGRAMS

Employees should receive training to prepare themselves for all types of crime situations. Typically, police departments will offer free classes that deal with common sense self defense. There are also private firms that can take the training one step further, even offering chemical sprays or other devices to discourage an attack.



When working alone in an office an employee should be certain that all doors and windows have been secured. It is a good practice to notify another person when working late as well. There should be a telephone nearby, should they need to call the police or another person for assistance.

STAY IN TOUCH

Cellular telephones and two-way radios are another good way to stay in touch, not only when someone is in the office, but when they have to step out for a moment as well. Pagers are another good way to summon help from maintenance people or grounds keepers. Many property managers have established special codes that can be entered into digital pagers to quickly identify problem situations that may occur.



ARMED ROBBERY PREVENTION



Armed robbery is a serious concern not often recognized by property managers or leasing staff. It is not uncommon for managers to collect thousands of dollars during the first part of the month. Keep in mind, an armed robber will kill a convenience store clerk for \$50.00 in cash. Many property managers keep much more than this available in the form of petty cash alone.

Earlier, we addressed Risk Management and the option of Risk Acceptance, or accepting the risk. In this case, Risk Transference would involve transferring that risk by purchasing a good safe with a special courier service.

Risk Spreading is a third option in risk management. This involves keeping money in different locations, so even if one safe area is found, the money in other safe areas may go undetected. Another way to spread the risk is to make frequent deposits with smaller amounts per deposit.

Risk Avoidance is a fourth option. Make a "ANo Cash Accepted" policy in the office. This can also help to prevent internal theft and embezzlement, by avoiding a situation entirely.

At the very least, property managers should place signs in highly visible areas that say the management will not accept cash and they keep no cash on the premises. Recommended areas are at the front door and at reception or desk areas.

The potential for an armed robbery is not only in the office, but at the night drop as well and everywhere in between. The potential for the money to be left behind, dropped or stolen is considerably high. The risk to employees who carry the money may be even higher.



(See below for an example.)

All applicants shall be **required to show a state issued or military photo identification card**. This card shall be photocopied and placed in a secure place while the applicant looks at the unit. The identification will be returned immediately afterwards.

- Property managers and agents shall require the applicant to **complete a Guest Information Card** in the applicant's own handwriting. This should include their current address and phone number. (This policy should be posted as well.)
- Property managers and agents shall **notify another person about the showing** before you go and tell them what time you expect to return. If, for whatever reason, you feel in danger, do not take any risks! Trust your instincts! Reschedule the showing for another time when you are more comfortable.

- When showing an apartment to a prospective resident, allow them to enter first. **Position yourself by the nearest exit.** Leave the door open wide until you leave, but be aware for suspicious people lurking outside the unit. NEVER follow the prospect into another room. **If you feel threatened, leave immediately** and call for help.
- Always **keep vacant apartments or model units well secured.** When entering vacant units by yourself, lock the door behind you. It is a good idea to carry a radio or cellular phone with you. If possible, have a staff member accompany you when you make your appointed rounds.
- At the very least, agents should **consider carrying a whistle, personal alarm or self-defense spray**, and know the hazards and limitations of whichever method they choose. Self-defense classes may be another option to consider.
- **Report all suspicious activity** to police and management immediately!

(It is a good idea to have a written policy posted where all applicants will see it.)

PART SIX

PART SIX

COMMUNITY RULES / LEASE AGREEMENTS / ADDENDUM FOR CRIME FREE HOUSING / SECTION 8 INFORMATION

LEASES

Property managers should routinely have their leases reviewed by their attorneys to insure that they remain current and accurate. As federal and state laws change and court decisions are issued, some aspects of your current "standard" leases may become outdated. This could then affect your options should a lease violation or other incident occur which would possibly have you considering an eviction of the tenant. You may wish to review the following points with your attorney or management company and if needed consider revising or adding to your current lease or lease addendum.

A. Subleasing

Subleasing should not be permitted without authorization of management and then only upon completion of the applicant screening process. The person(s) who wish to sublease an apartment should receive the same approval as a standard tenant.

B. Unit Occupancy

Only those people noted on the lease may occupy the rental unit. Community rules governing residents should specify the length a guest may visit or stay and under what circumstances (length or number of guests) that management permission should be obtained. Any violation of this could constitute a lease violation allowing you to serve notice to terminate the lease agreement if the situation is not resolved. This is done to prevent your tenants from allowing others to "move-in" to your community without your knowledge. You may even wish to take a "family picture" (Polaroid type) of those people noted on the lease and authorized to occupy the unit. You can also explain the photo will be kept in the rental file for such instances as issuing a spare key in the event the tenant is locked out. The management can then insure that entry is not granted to unauthorized people for the security of the residents and their property.

C. Inspecting the Rental Unit

Prior to move-in and prior to move-out you and your tenant should jointly inspect the unit for damage. A sample check list is included in the "Renters Handbook" from Prairie State Legal Services which is included as a supplement at the end of Chapter 11 of this workbook.

Additionally you should consider including an inspection clause in your lease. Such an annual inspection should be done mid-way through the annual lease. Inspecting twice a year would provide you the opportunity to check the unit four months and then eight months into the lease. The purpose of such an inspection should include changing furnace filters and smoke detector batteries as well as a brief visual inspection of plumbing and other infrastructure. The purpose is NOT to be invasive or disturb your tenant's privacy.

However, by inspecting you may also discover damage or other problems *prior* to the tenant moving (or skipping) out and prior to a call from the police.

An inspection policy could also help you find a good resident. Do you think a gang member or Meth lab operator will want to rent from you if they know you plan on inspecting the unit?

When placing an inspection clause into your lease, provide a specific time-frame for "notice of entry". By stating you will provide a five-day or seven-day notice prior to inspection, you can avoid an argument of what is a "reasonable" notice. If the tenant fails to provide you access, issue a 10-day notice for lease violation. If they continue to refuse access, you must decide if you will "turn the other cheek" and wonder what they are doing with *YOUR* property or will you decide to initiate the eviction process. You should ask yourself, "Why won't they let me in"?

You may wish to consider a clause indicating that if the tenant causes housing, building, zoning or other local municipal code violations, which will constitute a lease violation. This then provides you the ability to initiate the eviction process if you feel that will be -in-your best interest to resolve the problem.

D. Drugs and/or Criminal Activity

All prospective tenants, before leasing, should have a clear understanding that **drug or criminal activity related to the unit, its occupants, or guests will not be tolerated**. This should be addressed in the community rules and even more importantly in a signed Crime Free or Drug Free Lease Addendum.

E. Nuisance Complaints

Reducing the opportunity for criminal activity is not the only goal of this program. Nuisance situations often cause disruptions to the quality of life within a multi-family housing community. Residents should not unduly or repeatedly disturb their neighbors. Again as part of the lease, an addendum, or in the community rules, you should clearly spell out what constitutes a violation. A certain number or type of nuisance complaints within a certain period of time (clearly specified) would constitute a lease violation and thus be grounds to serve a 10-day notice of termination. Additionally tenants should understand that they would be held responsible for their own conduct, the conduct of their children and of their guests while on or near the property. You may also suggest to your tenants that they should contact the police for assistance should dangerous or illegal activities occur that is out of their control.

The Illinois Supreme Court has ruled that property owners/managers may ban non-tenants from their property. The Village of Schaumburg has a Trespass / Loitering Ordinance that provides apartment communities and condo / homeowners associations *to* enter into an enforcement agreement. Property managers can also enter into an agreement with the police department to ban and enforce open consumption of alcohol in the public areas of your property (such as parking lots and outside of buildings). Information on how to utilize both of these ordinances is included as supplement at the end of this chapter.

MAKING RULES

Property owners or managers may choose to develop a booklet that lists guidelines for expected behavior, restrictions on excessive noise or nuisance violations, and other matters that are unique to your property and facilities. If your rental unit is part of a condo association you should provide the tenant with a copy of the association rules and regulations and inform them of potential consequences for violating the rules. These items should be explained and the

applicant may be asked to sign an addendum (or have it clearly noted in the rental agreement itself) indicating that community rules will be followed. If such groundwork is prepared, then rules violations could constitute a lease violation and serve as grounds to issue a 10-day notice of lease termination. As with all such matters, you should obtain legal assistance in reviewing and developing any such written materials prior to implementing them. Lastly, you should routinely review all materials and make necessary revisions to keep your paperwork "up to date".

SECTION 8- SUBSIDIZED HOUSING

One of the most misunderstood and confusing aspects of rental housing is the Federal Subsidized - Section 8 Program. Unfortunately, the name "Section 8" has come to be associated with criminal activity. There are many wonderful hard working people that require subsidized housing. You can turn down a Section 8 applicant like any other applicant if they don't meet your screening criteria. You are allowed and encouraged to screen all applicants (including those on Section 8). Recipients of Section 8 vouchers have been screened by HUD for financial status only, not necessarily worthiness as a "good" tenant. Crime Free Multi-Housing is not anti-minority, anti-low income, or anti-Section 8. The program is as simple as the name states, Crime Free. We ask you the rental property owner/manager to provide and foster as much of a crime free property as possible and we ask the rental resident to live a crime free life style. A supplement on Section Myths and Facts is located at the end of this chapter.

CRIME FREE LEASE ADDENDUM

Such an addendum, when signed by the tenant, makes criminal or drug activity a LEASE VIOLATION in addition to a police matter. You can then terminate a lease based on drug and criminal activity. Evictions based on the Crime Free Lease Addendum have been upheld (approved) by the United States Supreme Court. Information on that case (HUD v. Rucker) is included as a supplement to this chapter immediately following the lease addendum samples. The following pages have several samples of a lease addendum for rental apartments, houses, and condos.

LEASE ADDENDUM FOR CRIME FREE HOUSING

In consideration of the execution of a lease of the dwelling unit identified in the lease, Lessee and Lessor agree as follows:

1. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the property premise. "Drug-related criminal activity" means the illegal manufacture, sale distribution, use, or possession with intent to manufacture, sell, distribute-, or use a controlled substance (as defined in section 102 Of the Controlled Substance Act (21 U.S.C 812)).
2. Lessee or members of the lessee's household or a guest or other person under the lessee's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
3. Lessee or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or member of the household will not engage in the manufacture, sale, possession or distribution of illegal drugs at any location whether on or near property, premises or otherwise.
5. Lessee, any member of the lessee's household, or guest or other person under the lessee's control, shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of the addendum shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease, unless otherwise provided by law. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.
8. This lease addendum is incorporated into the lease between Owner's agent and lessee.

Location of Property

Lessee

Date

Agent

Lessee

Date

Agent

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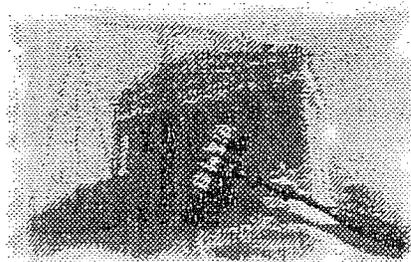
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Supreme Court OKs using evictions in public housing to fight drugs

March 26, 2002 Posted: 12:57 PM EST (1757 GMT)



WASHINGTON (AP) -- The Supreme Court ruled Tuesday that government agencies can use aggressive eviction policies to get rid of drug users in public housing.

Justices, without dissent, said they had no problem with a federal law that allows entire families to be evicted from public housing for the drug use by one member.

The ruling is a relief for housing leaders, who argued that without such tools drug problems would worsen in public housing.

The losers were four elderly California tenants who received eviction notices. They challenged the zero-tolerance policy for drugs in federally subsidized housing and won in lower courts.

Justices dismissed the tenants arguments' that they should be allowed to avoid eviction by showing that they were unaware of wrongdoing.

Chief Justice William H. Rehnquist wrote that the government, as a landlord, can control activities of its tenants. He said the "one-strike" law, passed in 1988 amid complaints about crime in public housing, was Congress' response to drug problems.

The ruling affects anyone who lives in public

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Supreme Court

housing. Senior citizens groups argued that the elderly would be hurt the most. More than 1.7 million families headed by people over age 61 live in government-subsidized housing.

"It is not absurd that a local housing authority may sometimes evict a tenant who had no knowledge of drug-related activity," Rehnquist wrote.

He said that even if tenants were unaware of the drug use, they could still be held responsible for not controlling narcotics crime of family members.

The residents in this case were from Oakland, California, but public housing groups nationwide have followed the case. Similar lawsuits are pending in other courts.

*Supreme Court
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RESOURCES

The [Opinion: Dept. of Housing and Urban Development v. Rucker](#)
(FindLaw document)

Supreme Court reversed a decision by the 9th U.S. Circuit Court of Appeals in favor of the California tenants, including 63-year-old Pearlie Rucker, whose mentally disabled daughter was caught with cocaine three blocks from the apartment she shared with her mother and other family members.

When the case was argued before the court last month, some justices seemed sympathetic to the senior citizens. But they agreed that the law allowed their evictions.

"Any drug-related activity engaged in by the specified persons is grounds for termination, not just drug-related activity that the tenant knew, or should have known, about," Rehnquist wrote.

Justice Stephen Breyer did not take part in the ruling.

The cases are Department of Housing and Urban Development v. Rucker, 00-1770, and Oakland Housing Authority v. Rucker, 00-1781.

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Court Rules Crime-Free Addendum Constitutionally Enforceable

On Feb. 19, 2002, in a set of four public housing cases, the United States Supreme Court heard arguments concerning the language of the crime-free addendum and rendered a decision on March 26, 2002. The Court ruled that eviction procedures based on the language of the crime free addendum is contractually and constitutionally reasonable to protect good tenants from the criminal acts of other tenants, their occupants and guests.

The cases involved four longtime leaseholders in Oakland, Calif., evicted from their units as a result of their occupants' involvement in criminal, drug-related activities on and off the property. The residents claimed they had no knowledge of the criminal activity and, therefore, not responsible or subject to eviction. The lower court held that zero-tolerance policies for criminal activity were reasonable and constitutional if the resident gives access to an occupant or guest who is, or becomes, involved in criminal activity. The ruling was appealed several times before being accepted and heard by the United States Supreme Court.

Although the case dealt with federally assisted low-income public housing, the Court made it clear that the rationale behind its decision dealt with landlord-tenant relationships concerning the rights of other residents to safe and healthy living conditions. The International Crime-Free Association and its Arizona Crime-Free Chapter have been teaching the same rationale for 10 years. The following are actual excerpts of the Court's ruling. Since this is such a monumental decision for good landlords, good residents and crime-free associations nationwide, it is important that you actually see some of the language:

- * "Public housing agencies [management] shall utilize leases which provide that any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or off such premises, engaged in by a public housing tenant [tenant], any member of the tenant's household, or any guest or other person under the tenant's control shall be cause for termination of tenancy."
- * obligates the tenants to assure that the tenant, any member of the household, a guest or another person under the tenant's control, shall not engage in any drug-related activity on or near the premises. (Tenants] sign an agreement stating that the tenant understands that if I or any member of my household or a guest should violate this lease provision, my tenancy may be terminated and I may be evicted.
- * "The agency [management] made clear that local public housing authority's [management's] discretion to evict for drug-related activities includes those situations in which the tenant did not know, could not foresee, or could not control behavior of other occupants of the unit."
- * "[The Crime-Free Addendum) unambiguously requires lease terms that vest local public housing authorities [managers] with the discretion to evict tenants for the drug-related activities of household members and guests, whether or not the tenant knew, or should have known, about the activity."
- * "That this is so seems evident from the plain language of the statute [Crime-Free Addendum) it provides that each public housing authority [manager] shall utilize leases which ~ provide that ~ any drug-related activity on or off such premises, engaged in by a public housing tenant [tenant], any member of tenant's household or any guest or other person under the tenant's control, shall be cause for termination of tenancy."

* "The term 'any' [is used] to modify drug-related criminal activity [which] precludes any knowledge requirement and the word any has an expansive meaning that is one or some indiscriminately of whatever kind."

* "By control, the statute [Crime-Free Addendum) means control in the sense that the tenant has permitted access to the premises. Implicit in the term 'household member' or 'guest' is that access to the premises has been granted by the tenant. Thus the plain language of the statute [Crime-Free Addendum] requires leases that grant public housing authorities [managers] the discretion to terminate tenancy without tenant's knowledge of drug-related criminal activity."

* "Such 'no fault' eviction is a common incident of tenant responsibility under normal landlord-tenant law and practice'. Strict liability maximizes deterrent and eases enforcement difficulties."

* "[For] obvious reasons, regardless of knowledge, a tenant who cannot control drug crime or other criminal activities by a household member which threaten health or safety of other residents, is a threat to other residents and the project [community]. With drugs leading to murders, muggings and other forms of violence against tenants,' and to the 'deterioration of the physical environment that requires substantial government [owner] expenditures, it was reasonable for Congress [the contract] to permit no-fault evictions in order to 'provide public and other federally assisted low-income housing rentals [rental units] that are decent, safe and free from illegal drugs."

* "The government [owner] is not intending to criminally punish or civilly relegate respondents [tenants] as other members of the general populous. It is instead acting as a landlord of property that it owns invoking a clause in a lease to which respondents [tenants] have agreed and which Congress [owner] has expressly required."

* "It is entirely reasonable to think that the Government, when seeking to transfer private property to itself in a forfeiture proceeding, should be subject to an 'innocent owner defense,' while it should not be when acting as a landlord in a public housing project. The forfeiture provision shows that Congress knew exactly how to provide an 'innocent owner' [tenant] defense. It did not provide one in section 1437d (l) (6) [crime free addendum language].

The important part of this ruling is that the rationale regarding a landlord-tenant relationship has been held constitutionally reasonable. When a landlord and renter enter into a contract that states the resident is responsible for criminal activities of his or her occupants and guests on a civil basis, the contract will now have some teeth. The ruling now defines access as whether or not the renter or occupant gave permission for a guest or other individual to enter the premises.

The Court made it clear that the so-called "innocent tenant" defense does not exist. Management has a right and a duty to rid the community of criminal activity on or off the property when such activity is perpetrated by residents, their occupants or their guests involving threats to health, safety or quiet enjoyment of the other renters at the property.

Additionally, this ruling is in direct conflict and supersedes the Arizona Residential Landlord and Tenant Act (ARLTA) concerning guests. ARLTA states that:

For the purposes of this chapter, the tenant shall be held responsible for the actions of the tenant's guests that violate the lease agreement or rules or regulations of the landlord if the tenant could have reasonably be expected to be aware that such actions might occur and did not attempt to prevent those actions to the best of their ability.

Now, bad residents are simply responsible for the actions of their guests, regardless of whether or not they knew about it.

ON A NATIONAL SCALE THIS RULING REALLY HITS HOME BECAUSE THE RATIONALE OF THE COURT IS DIRECTLY ON POINT REGARDING CRIME OF ANY KIND - THE ARGUMENTS ARE THE SAME WHETHER THE CRIMINAL ACTIVITY IS DRUG RELATED OR OTHER SERIOUS CRIME THAT HAS A BEARING ON THREATS TO HEALTH OR SAFETY OF OTHER TENANTS IN THE COMMUNITY. RESPONSIBILITY IS BACK WHERE IT BELONGS. WE JUST NEED TO MAKE SURE THAT BEFORE AN IMMEDIATE TERMINATION OF A LEASE TAKES PLACE THAT AN ADEQUATE INVESTIGATION IS

PERFORMED BY MANAGEMENT TO MAKE SURE THAT THE FACTS ARE STRONG ENOUGH TO MOVE FORWARD. *BUT* WHAT POWERFUL AMMUNITION. WE MUST ALWAYS REMEMBER THAT EVICTING SOMEONE DEALS WITH THEIR MOST IMPORTANT ASSET TO THE FAMILY - THEIR HOME. WE WANT TO DO ALL WE CAN TO HELP MANAGERS REALIZE THEIR DUTY NOT TO ABUSE THIS WEAPON/SHIELD AND THAT PRIOR TO EVICTION ALL THE EVIDENCE IS IN ORDER AND CONSISTENT WITH THE ALLEGATIONS"

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DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT *v.* RUCKER *etal.*

certiorari to the united states court of appeals for the ninth circuit

No. 001770. Argued February 19, 2002Decided March 26, 2002*

Title 42 U.S. C. 1437d(l)(6) provides that each public housing agency shall utilize leases provid[ing] that any drug-related criminal activity on or off [federally assisted low-income housing] premises, engaged in by a public housing tenant, any member of the tenants household, or any guest or other person under the tenants control, shall be cause for termination of tenancy. Respondents are four such tenants of the Oakland Housing Authority (OHA). Paragraph 9(m) of their leases obligates them to assure that the tenant, any member of the household, a guest, or another person under the tenants control, shall not engage in any drug-related criminal activity on or near the premises. Pursuant to United States Department of Housing and Urban Development (HUD) regulations authorizing local public housing authorities to evict for drug-related activity even if the tenant did not know, could not foresee, or could not control behavior by other occupants, OHA instituted state-court eviction proceedings against respondents, alleging violations of lease paragraph 9(m) by a member of each tenants household or a guest. Respondents filed federal actions against HUD, OHA, and OHAs director, arguing that 1437d(l)(6) does not require lease terms authorizing the eviction of so-called innocent tenants, and, in the alternative, that if it does, the statute is unconstitutional. The District Courts issuance of a preliminary injunction against OHA was affirmed by the en banc Ninth Circuit, which held that HUDs interpretation permitting the eviction of so-called innocent tenants is inconsistent with congressional intent and must be rejected under *Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S. 837, 842843.

Held: Section 1437d(l)(6)s plain language unambiguously requires lease terms that give local public housing authorities the discretion to terminate the lease of a tenant when a member of the household or a guest engages in drug-related activity, regardless of whether the tenant knew, or should have

known, of the drug-related activity. Congress decision not to impose any qualification in the statute, combined with its use of the term any to modify drug-related criminal activity, precludes any knowledge requirement. See *United States v. Monsanto*, 491 U.S. 600, 609. Because any has an expansive meaning*i.e.*, one or some indiscriminately of whatever kind, *United States v. Gonzales*, 520 U.S. 1, 5any drug-related activity engaged in by the specified persons is grounds for termination, not just drug-related activity that the tenant knew, or should have known, about. The Ninth Circuits ruling that under the tenants control modifies not just other person, but also member of the tenants household and guest, runs counter to basic grammar rules and would result in a nonsensical reading. Rather, HUD offers a convincing explanation for the grammatical imperative that under the tenants control modifies only other person: By control, the statute means control in the sense that the tenant has permitted access to the premises. Implicit in the terms household member or guest is that access to the premises has been granted by the tenant. Section 1437d(l)(6)s unambiguous text is reinforced by comparing it to 21 U.S.C. 881(a)(7), which subjects all leasehold interests to civil forfeiture when used to commit drug-related criminal activities, but expressly exempts tenants who had no knowledge of the activity, thereby demonstrating that Congress knows exactly how to provide an innocent owner defense. It did not provide one in 1437d(l)(6). Given that Congress has directly spoken to the precise question at issue, *Chevron, supra*, at 842, other considerations with which the Ninth Circuit attempted to bolster its holding are unavailing, including the legislative history, the erroneous conclusion that the plain reading of the statute leads to absurd results, the canon of constitutional avoidance, and reliance on inapposite decisions of this Court to cast doubt on 1437d(l)(6)s constitutionality under the Due Process Clause. Pp.411.

237 F.3d 1113, reversed and remanded.

Rehnquist, C.J., delivered the opinion of the Court, in which all other Members joined, except *Breyer, J.*, who took no part in the consideration or decision of the cases.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, PETITIONER

001770 v.

PEARLIE RUCKER *etal.*

OAKLAND HOUSING AUTHORITY, *etal.*, PETITIONERS

001781 v.

PEARLIE RUCKER *etal.*

on writs of certiorari to the united states court of appeals for the ninth circuit

[March 26, 2002]

Chief Justice Rehnquist delivered the opinion of the Court.

With drug dealers increasingly imposing a reign of terror on public and other federally assisted low-income housing tenants, Congress passed the Anti-Drug Abuse Act of 1988. 5122, 102 Stat. 4301, 42 U.S.C. 11901(3) (1994 ed.). The Act, as later amended, provides that each public housing agency shall utilize leases which provide that any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on

or off such premises, engaged in by a public housing tenant, any member of the tenants household, or any guest or other person under the tenants control, shall be cause for termination of tenancy. 42 U.S.C. 1437d(l)(6) (1994 ed., Supp. V). Petitioners say that this statute requires lease terms that allow a local public housing authority to evict a tenant when a member of the tenants household or a guest engages in drug-related criminal activity, regardless of whether the tenant knew, or had reason to know, of that activity. Respondents say it does not. We agree with petitioners.

Respondents are four public housing tenants of the Oakland Housing Authority (OHA). Paragraph 9(m) of respondents leases, tracking the language of 1437d(l)(6), obligates the tenants to assure that the tenant, any member of the household, a guest, or another person under the tenants control, shall not engage in [a]ny drug-related criminal activity on or near the premise[s]. App. 59. Respondents also signed an agreement stating that the tenant understand[s] that if I or any member of my household or guests should violate this lease provision, my tenancy may be terminated and I may be evicted. *Id.*, at 69.

In late 1997 and early 1998, OHA instituted eviction proceedings in state court against respondents, alleging violations of this lease provision. The complaint alleged: (1) that the respective grandsons of respondents William Lee and Barbara Hill, both of whom were listed as residents on the leases, were caught in the apartment complex parking lot smoking marijuana; (2) that the daughter of respondent Pearlle Rucker, who resides with her and is listed on the lease as a resident, was found with cocaine and a crack cocaine pipe three blocks from Ruckers apartment;¹ and (3) that on three instances within a 2-month period, respondent Herman Walkers caregiver and two others were found with cocaine in Walkers apartment. OHA had issued Walker notices of a lease violation on the first two occasions, before initiating the eviction action after the third violation.

United States Department of Housing and Urban Development (HUD) regulations administering 1437d(l)(6) require lease terms authorizing evictions in these circumstances. The HUD regulations closely track the statutory language,² and provide that [i]n deciding to evict for criminal activity, the [public housing authority] shall have discretion to consider all of the circumstances of the case. 24 CFR 966.4(l)(5)(i) (2001). The agency made clear that local public housing authorities discretion to evict for drug-related activity includes those situations in which [the] tenant did not know, could not foresee, or could not control behavior by other occupants of the unit. 56 Fed. Reg. 51560, 51567 (1991).

After OHA initiated the eviction proceedings in state court, respondents commenced actions against HUD, OHA, and OHAs director in UnitedStates District Court. They challenged HUDs interpretation of the statute under the Administrative Procedure Act, 5 U.S.C. 706(2)(A), arguing that 42 U.S.C. 1437d(l)(6) does not require lease terms authorizing the eviction of so-called innocent tenants, and, in the alternative, that if it does, then the statute is unconstitutional.³ The District Court issued a preliminary injunction, enjoining OHA from terminating the leases of tenants pursuant to paragraph 9(m) of the Tenant Lease for drug-related criminal activity that does not occur within the tenants apartment unit when the tenant did not know of and had no reason to know of, the drug-related criminal activity. App. to Pet. for Cert. in No. 01770, pp. 165a166a.

A panel of the Court of Appeals reversed, holding that 1437d(l)(6) unambiguously permits the eviction of tenants who violate the lease provision, regardless of whether the tenant was personally aware of the drug activity, and that the statute is constitutional. See *Rucker v. Davis*, 203 F.3d 627 (CA9 2000). An en banc panel of the Court of Appeals reversed and affirmed the District Courts grant of the preliminary injunction. See *Rucker v. Davis*, 237 F.3d 1113 (2001). That court held that

HUDs interpretation permitting the eviction of so-called innocent tenants is inconsistent with Congressional intent and must be rejected under the first step of *Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S. 837, 842843 (1984). 237 F.3d, at 1119.

We granted certiorari, 533 U.S. 976 (2001), 534 U.S. ___ (2001), and now reverse, holding that 42 U.S.C. 1437d(l)(6) unambiguously requires lease terms that vest local public housing authorities with the discretion to evict tenants for the drug-related activity of household members and guests whether or not the tenant knew, or should have known, about the activity.

That this is so seems evident from the plain language of the statute. It provides that each public housing authority shall utilize leases which provide that any drug-related criminal activity on or off such premises, engaged in by a public housing tenant, any member of the tenants household, or any guest or other person under the tenants control, shall be cause for termination of tenancy. 42 U.S.C. 1437d(l)(6) (1994 ed., Supp. V). The en banc Court of Appeals thought the statute did not address the level of personal knowledge or fault that is required for eviction. 237 F.3d, at 1120. Yet Congress decision not to impose any qualification in the statute, combined with its use of the term any to modify drug-related criminal activity, precludes any knowledge requirement. See *United States v. Monsanto*, 491 U.S. 600, 609 (1989). As we have explained, the word any has an expansive meaning, that is, one or some indiscriminately of whatever kind. *United States v. Gonzales*, 520 U.S. 1, 5 (1997). Thus, any drug-related activity engaged in by the specified persons is grounds for termination, not just drug-related activity that the tenant knew, or should have known, about.

The en banc Court of Appeals also thought it possible that under the tenants control modifies not just other person, but also member of the tenants household and guest. 237 F.3d, at 1120. The court ultimately adopted this reading, concluding that the statute prohibits eviction where the tenant for a lack of knowledge or other reason, could not realistically exercise control over the conduct of a household member or guest. *Id.*, at 1126. But this interpretation runs counter to basic rules of grammar. The disjunctive or means that the qualification applies only to other person. Indeed, the view that under the tenants control modifies everything coming before it in the sentence would result in the nonsensical reading that the statute applies to a public housing tenant under the tenants control. HUD offers a convincing explanation for the grammatical imperative that under the tenants control modifies only other person: by control, the statute means control in the sense that the tenant has permitted access to the premises. 66 Fed. Reg. 28781 (2001). Implicit in the terms household member or guest is that access to the premises has been granted by the tenant. Thus, the plain language of 1437d(l)(6) requires leases that grant public housing authorities the discretion to terminate tenancy without regard to the tenants knowledge of the drug-related criminal activity.

Comparing 1437d(l)(6) to a related statutory provision reinforces the unambiguous text. The civil forfeiture statute that makes all leasehold interests subject to forfeiture when used to commit drug-related criminal activities expressly exempts tenants who had no knowledge of the activity: [N]o property shall be forfeited under this paragraph by reason of any act or omission established by that owner to have been committed or omitted without the knowledge or consent of the owner. 21 U.S.C. 881(a)(7) (1994 ed.). Because this forfeiture provision was amended in the same Anti-Drug Abuse Act of 1988 that created 42 U.S.C. 1437d(l)(6), the en banc Court of Appeals thought Congress meant them to be read consistently so that the knowledge requirement should be read into the eviction provision. 237 F.3d, at 11211122. But the two sections deal with distinctly different matters. The innocent owner defense for drug forfeiture cases was already in existence prior to 1988 as part of 21 U.S.C. 881(a)(7). All that Congress did in the 1988 Act was to add leasehold interests to the property interests that might be forfeited under the drug

statute. And if such a forfeiture action were to be brought against a leasehold interest, it would be subject to the pre-existing innocent owner defense. But 42 U.S.C. 1437(d)(1)(6), with which we deal here, is a quite different measure. It is entirely reasonable to think that the Government, when seeking to transfer private property to itself in a forfeiture proceeding, should be subject to an innocent owner defense, while it should not be when acting as a landlord in a public housing project. The forfeiture provision shows that Congress knew exactly how to provide an innocent owner defense. It did not provide one in 1437d(1)(6).

The en banc Court of Appeals next resorted to legislative history. The Court of Appeals correctly recognized that reference to legislative history is inappropriate when the text of the statute is unambiguous. 237 F.3d, at 1123. Given that the en banc Court of Appeals finding of textual ambiguity is wrong, see *supra*, at 46, there is no need to consult legislative history.⁴

Nor was the en banc Court of Appeals correct in concluding that this plain reading of the statute leads to absurd results.⁵ The statute does not *require* the eviction of any tenant who violated the lease provision. Instead, it entrusts that decision to the local public housing authorities, who are in the best position to take account of, among other things, the degree to which the housing project suffers from rampant drug-related or violent crime, 42 U.S.C. 11901(2) (1994 ed. and Supp. V), the seriousness of the offending action, 66 Fed. Reg., at 28803, and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the offending action, *ibid*. It is not absurd that a local housing authority may sometimes evict a tenant who had no knowledge of the drug-related activity. Such no-fault eviction is a common incident of tenant responsibility under normal landlord-tenant law and practice. 56 Fed. Reg., at 51567. Strict liability maximizes deterrence and eases enforcement difficulties. See *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U. S. 1, 14 (1991).

And, of course, there is an obvious reason why Congress would have permitted local public housing authorities to conduct no-fault evictions: Regardless of knowledge, a tenant who cannot control drug crime, or other criminal activities by a household member which threaten health or safety of other residents, is a threat to other residents and the project. 56 Fed. Reg., at 51567. With drugs leading to murders, muggings, and other forms of violence against tenants, and to the deterioration of the physical environment that requires substantial governmental expenditures, 42 U.S.C. 11901(4) (1994 ed., Supp. V), it was reasonable for Congress to permit no-fault evictions in order to provide public and other federally assisted low-income housing that is decent, safe, and free from illegal drugs, 11901(1) (1994 ed.).

In another effort to avoid the plain meaning of the statute, the en banc Court of Appeals invoked the canon of constitutional avoidance. But that canon has no application in the absence of statutory ambiguity. *United States v. Oakland Cannabis Buyers Cooperative*, 532 U.S. 483, 494 (2001). Any other conclusion, while purporting to be an exercise in judicial restraint, would trench upon the legislative powers vested in Congress by Art. I, 1, of the Constitution. *United States v. Albertini*, 472 U.S. 675, 680 (1985). There are, moreover, no serious constitutional doubts about Congress affording local public housing authorities the discretion to conduct no-fault evictions for drug-related crime. *Reno v. Flores*, 507 U.S. 292, 314, n.9 (1993) (emphasis deleted).

The en banc Court of Appeals held that HUDs interpretation raise[s] serious questions under the Due Process Clause of the Fourteenth Amendment, because it permits tenants to be deprived of their property interest without any relationship to individual wrongdoing. 237 F.3d, at 11241125 (citing *Scales v. United States*, 367 U.S. 203, 224225 (1961); *Southwestern Telegraph & Telephone Co. v.*

Danaher, 238 U.S. 482 (1915)). But both of these cases deal with the acts of government as sovereign. In *Scales*, the United States criminally charged the defendant with knowing membership in an organization that advocated the overthrow of the United States Government. In *Danaher*, an Arkansas statute forbade discrimination among customers of a telephone company. The situation in the present cases is entirely different. The government is not attempting to criminally punish or civilly regulate respondents as members of the general populace. It is instead acting as a landlord of property that it owns, invoking a clause in a lease to which respondents have agreed and which Congress has expressly required. *Scales* and *Danaher* cast no constitutional doubt on such actions.

The Court of Appeals sought to bolster its discussion of constitutional doubt by pointing to the fact that respondents have a property interest in their leasehold interest, citing *Greene v. Lindsey*, 456 U.S. 444 (1982). This is undoubtedly true, and *Greene* held that an effort to deprive a tenant of such a right without proper notice violated the Due Process Clause of the Fourteenth Amendment. But, in the present cases, such deprivation will occur in the state court where OHA brought the unlawful detainer action against respondents. There is no indication that notice has not been given by OHA in the past, or that it will not be given in the future. Any individual factual disputes about whether the lease provision was actually violated can, of course, be resolved in these proceedings.⁶

We hold that Congress has directly spoken to the precise question at issue. *Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S., at 842. Section 1437d(I)(6) requires lease terms that give local public housing authorities the discretion to terminate the lease of a tenant when a member of the household or a guest engages in drug-related activity, regardless of whether the tenant knew, or should have known, of the drug-related activity.

Accordingly, the judgment of the Court of Appeals is reversed, and the cases are remanded for further proceedings consistent with this opinion.

It is so ordered.

Justice Breyer took no part in the consideration or decision of these cases.

FOOTNOTES

Footnote *

Together with No. 001781, *Oakland Housing Authority et al. v. Rucker et al.*, also on certiorari to the same court.

FOOTNOTES

Footnote 1

In February 1998, OHA dismissed the unlawful detainer action against Rucker, after her daughter was incarcerated, and thus no longer posed a threat to other tenants.

Footnote 2

The regulations require public housing authorities (PHAs) to impose a lease obligation on tenants:

To assure that the tenant, any member of the household, a guest, or another person under the tenants control, shall not engage in:

(A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHAs public housing premises by other residents or employees of the PHA, or

(B) Any drug-related criminal activity on or near such premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. 24 CFR 966.4(f)(12)(i) (2001).

Footnote 3

Respondents Rucker and Walker also raised Americans with Disabilities Act claims that are not before this Court. And all of the respondents raised state-law claims against OHA that are not before this Court.

Footnote 4

Even if it were appropriate to look at legislative history, it would not help respondents. The en banc Court of Appeals relied on two passages from a 1990 Senate Report on a proposed amendment to the eviction provision. 237 F.3d, at 1123 (citing S.Rep. No. 101316 (1990)). But this Report was commenting on language from a Senate version of the 1990 amendment, which was never enacted. The language in the Senate version, which would have imposed a different standard of cause for eviction for drug-related crimes than the unqualified language of 1437d(I)(6), see 136 Cong. Rec. 15991, 16012 (1990) (reproducing S. 566, 101st Cong., 2d Sess., 521(f) and 714(a) (1990)), was rejected at Conference. See H.R. Conf. Rep. No. 101943, p. 418 (1990). And, as the dissent from the en banc decision below explained, the passages may plausibly be read as a mere suggestion about how local public housing authorities should exercise the *wide* discretion to evict tenants connected with drug-related criminal behavior that the lease provision affords them. 237 F.3d, at 1134 (Sneed, J., dissenting).

Respondents also cite language from a House Report commenting on the Civil Asset Forfeiture Reform Act of 2000, codified at 18 U.S.C. 983. Brief for Respondents 1516. For the reasons discussed *supra* at 67, legislative history concerning forfeiture provisions is not probative on the interpretation of 1437d(I)(6).

A 1996 amendment to 1437d(I)(6), enacted five years after HUD issued its interpretation of the statute, supports our holding. The 1996 amendment expanded the reach of 1437d(I)(6), changing the language of the lease provision from applying to activity taking place on or near the public housing premises, to activity occurring on or off the public housing premises. See Housing Opportunity Program Extension Act of 1996, 9(a)(2), 110 Stat. 836. But Congress, presumed to be aware of HUDs interpretation rejecting a knowledge requirement, made no other change to the statute. *Lorillard v. Pons*, 434 U.S. 575, 580 (1978).

Footnote 5

For the reasons discussed above, no-fault eviction, which is specifically authorized under 1437d(I)(6), does not violate 1437d(I)(2), which prohibits public housing authorities from including unreasonable terms and conditions [in their leases]. In addition, the general statutory provision in the latter section cannot trump the clear language of the more specific 1437d(I)(6). See *Green v. Bock Laundry Machine Co.*, 490 U.S. 504, 524526 (1989).

Footnote 6

The en banc Court of Appeals cited only the due process constitutional concern. Respondents raise two others: the First Amendment and the Excessive Fines Clause. We agree with Judge OScannlain, writing for the panel that reversed the injunction, that the statute does not raise substantial First Amendment or Excessive Fines Clause concerns. *Lyng v. Automobile Workers*, 485 U.S. 360 (1988), forecloses respondents claim that the eviction of unknowing tenants violates the First Amendment guarantee of freedom of association. See *Rucker v. Davis*, 203 F.3d 627, 647 (2000). And termination of tenancy is neither a cash nor an in-kind payment imposed by and payable to the government and therefore is not subject to analysis as an excessive fine. *Id.*, at 648.



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FEDERAL SUBSIDIZED PROGRAMS

RENTAL LEASES AND EVICTION

(what you can and can't do with subsidized housing)

The Myths

I keep hearing that you have to do- major changes to a unit to make it qualify for Section 8?

FALSE. All units approved for the Section 8 Program must be inspected by the PHA prior to any agreements are signed. The inspection requires that units meet minimum housing standards called "housing quality standards". These standards include (but are not limited to)

Only drug dealers and tenants who trash units are on the Section 8 Program

FALSE. Housing Authorities and other housing entities administers the Section 8 program. They screen potential applicants for program eligibility (primarily income level). It is up to the landlord to screen residents- make sure they can pay the remainder of their rent, check rental record through previous landlords, and run all other checks the same way you would with a private renter. You are not only legally permitted to, you are expected to! Screening applicants, subsidized or not, is both your right and responsibility; you are entitled to turn down Section 8 applicants who do not meet your screening criteria and accept those who do. Also, upon initial application, most Housing Authorities requires a local criminal history report for all Section 8 applicants before checking their income eligibility.

I can't screen Section 8 residents; the Housing Authority won't let me!

FALSE. AGAIN, both HUD & the Housing Authority encourage all landlords to screen any prospective resident thoroughly. The HA only screens for program eligibility not to see if they will be a good resident for you. (See item above)

If I start accepting Section 8 for one resident, I always have to take them

FALSE. A landlord always has the option to accept a Section 8 resident or to refuse one. If you accept a Section 8 resident this year and they move out, you are under no obligation to re-rent to a Section 8 resident.

Residents on Section 8 can't be evicted.

FALSE. This misconception arises primarily from confusion about the types of notices that can be served on a subsidized resident. While it is true that a Section 8 lease will forbid the use of "no-cause" or "non-renewal" notices, in general, all "for-cause" notices will still apply. So, for example, if a resident is violating the terms of your lease or damaging the unit, the landlord can serve the applicable for -cause notice defined in the landlord/tenant law. ·

Section 8 participants are bound by the same Missouri/Kansas state and local landlord/tenant laws that govern non-subsidized rental relationships. In theory, the only difference should be the wording of the lease. However, there are instances when evictions can be more complicated with Section 8 residents. Your best approach, as with any eviction, is to speak with the Housing Authority and an experienced landlord/tenant attorney before starting the process.

If you evict a Section 8 resident for drug activity, the housing authority will simply let the same people rent again somewhere else.

FALSE New HUD guidelines allow housing authorities to terminate assistance to residents involved in the manufacture, sale, distribution, possession, or use of illegal drugs. The "One Strike You Are Out" rule now applies to residents participating in all federally subsidized housing programs (i.e., Section 8). The same guidelines apply to residents involved in violent criminal activity. Also, new guidelines introduced in 1995 give local housing agencies expanded options for terminating program participation for such problems as repeated and serious lease violations.

HOUSING CHOICE VOUCHER PROGRAM

WHAT ARE HOUSING CHOICE VOUCHERS?

The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes; townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by public housing agencies (PHAs).

The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the PHA. A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

ELIGIBILITY?

Eligibility for a housing voucher is determined by the PHA based on the total annual gross income and family size and is limited to U.S. citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. By law, a PHA must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD and vary by location. The PHA serving your community can provide you with the income limits for your area and family size.

During the application process, the PHA will collect information on family income, assets, and family composition. The PHA will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

If the PHA determines that the family is eligible, the PHA will put their name on a waiting list, unless it is able to assist them immediately. Once a name is reached on the waiting list, the PHA will contact them and issue them a housing voucher.

APPLICATION PROCESS

If an individual is interested in applying for a voucher, they need to contact their local PHA.

LOCAL PREFERENCES & WAITING LISTS

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, a PHA may close its waiting list when it has more families on the list than can be assisted in the near future.

PHAs may establish local preferences for selecting applicants from its waiting list. For example, PHAs may give a preference to a family who is (1) homeless or living in substandard housing, (2) paying more than 50% of its income for rent, or (3) involuntarily displaced. Families who qualify for any such local preferences move ahead of other families on the list who does not qualify for any preference. Each PI-IA has the discretion to establish local preferences to reflect the housing needs and priorities of its particular community.

HOUSING VOUCHERS-HOW DO THEY FUNCTION?

The housing choice voucher program places the choice of housing in the hands of the individual family. A very low-income family is selected by the PHA to participate is encouraged to consider several housing choices to secure the best housing for its needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size and composition.

The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

The PHA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit but does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

THE SUBSIDY

The PHA calculates the maximum amount of housing assistance allowable. The maximum housing assistance is generally the lesser of the payment standard minus 30% of the family's monthly adjusted income or the gross rent for the unit minus 30% of monthly adjusted income

CAN I MOVE AND CONTINUE TO RECEIVE HOUSING CHOICE VOUCHER ASSISTANCE?

A family's housing needs change over time with changes in family size, job locations, and for other reasons. The housing choice voucher program is designed to allow families to move without the loss of housing assistance. Moves are permissible as long as the family notifies the PHA ahead of time, terminates its existing lease within the lease provisions, and finds acceptable alternate housing.

Under the voucher program, new voucher-holders may choose a unit anywhere in the United States if the family lived in the jurisdiction of the PHA issuing the voucher when the family applied for assistance. Those new vouchers -holders not living in the jurisdiction of the PHA at the time the family applied for housing assistance must initially lease a unit within that jurisdiction for the first twelve months of

assistance. A family that wishes to move to another PHA's jurisdiction must consult with the PHA that currently administers its housing assistance to verify the procedures for moving.

ROLES-RESIDENT, LANDLORD, & HUD

Once a PHA approves an eligible family's housing unit, the family and the landlord sign a lease and, at the same time, the landlord and the PHA sign a housing assistance payments contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and PHA -- has obligations and responsibilities under the voucher program.

Tenant's Obligations: When a family selects a housing unit, and the PHA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintains the unit in good condition and notify the PHA of any changes in income or family composition.

Landlord's Obligations: The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the PHA.

Housing Authority's Obligations: The PHA administers the voucher program locally. The PHA provides a family with the housing assistance that enables the family to seek out suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family's income and composition at least annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.

HUD's Role: To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.

*Ok, now that I know what the programs are-
What are the strings? Or are there any?*

RENTAL AGREEMENTS

This section will provide you with some of the issues related to subsidized rental agreements and eviction. There are some changes in how you deal with residents who have some form of subsidized rent. We hope you will find this information useful.

In Public Housing, each landlord is responsible for providing a rental agreement with the tenant. There are few restrictions on what can be included in this lease. In privately owned subsidized housing, a model lease is provided.

Some of the clauses in the model lease:

- **Charges for Late Payments & Returned Checks:** If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The landlord-may-not-terminate this Agreement or failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$_____ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- **Maintenance:** The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary and decent condition.
- **Alterations:** No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD must consent to reasonable modifications needed to permit a handicapped person full enjoyment of the premises as required by the Fair Housing Act. The LANDLORD will make reasonable alterations, additions or improvements if necessary to accommodate the TENANT as required by Section 504 (24 CFR Part 8).
- **General Restrictions:** The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
 - a. sublet or assigns the unit, or any part of the unit;
 - b. uses the unit for unlawful purposes;
 - c. engages in or permits unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord; or
 - e. makes or permits noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

- Rules: The Tenant agrees to obey the House Rules which are Attachment No.3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:
 - a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

As you can see, these are mostly normal conditions any landlord would want in their lease. If the owner chooses not to use the model lease, there are certain mandatory and prohibited clauses that must be included in the lease they use. These are listed below:

Mandatory Lease Provisions: (Section 8 housing)

1. **Relates to changes in the tenant's rent and their subsidy calculation.**
2. **Deals with annual recertification of their income.**
3. **Deals with interim recertification if their income should change during the year.**
Any changes in income over \$40 are to be reported to the subsidy agency.
4. **Addresses the reasons for removal of subsidy.**
5. **Addresses tenants' obligation to repay any overpaid subsidy.**
6. **Addresses discrimination prohibited.**
7. **Change in Rental Agreement:** The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.
8. **Termination of Tenancy:**
 - a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.
 - b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement only for:
 - the Tenant's material noncompliance with the terms of this Agreement;
 - the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act; or
 - criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or near such premises, engaged in by a tenant, any member of the tenant's household, or any guest or other person under the tenant's control; or
 - other good cause, which includes, but is not limited to, the Tenant's refusal to accept the Landlord's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the project, (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, (c) interfere with the management

of the project, or (d) have an adverse financial effect on the project; (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- o specify the date this Agreement will be terminated;
- o state the grounds for termination with enough detail for the Tenant to prepare a defense;
- o advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- o advise the Tenant of his/her right to defend the action in court.

d. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (c).

Again, as you can see, most of these mandated provisions relate to the subsidy portion of the rent and eligibility.

What fees and charges other than rent can I collect?

1. Late payment of rent and returned check charges
2. Utilities and services if paid by landlord
3. Security deposits
4. Key and Lock
5. Damages
6. Additional utility fee (for example: if you rent them a refrigerator or window air conditioner, etc.)

Can I set House Rules? YES

The Landlord may set house rules and mention them in the lease. A 30 day notice is required to establish or change House Rules. The house rules should be a separate document that is mentioned in the lease. That way, if you have to change office hours, pool rules, etc., you don't have to keep updating your lease.

Can I restrict pets? Yes, but...

For regular subsidized apartment communities, owners can deny pets as a regular policy. But service animals that assist persons with disabilities are considered to be auxiliary aids and are exempt from the pet policy and from any refundable pet deposit. Examples include guide dogs for persons with vision impairments, hearing dogs for persons with hearing impairments, and emotional assistance animals for persons with chronic mental illness.

If an owner chooses to allow pets, they may wish to consider both mandatory and discretionary pet rules. Mandatory rules could include requiring inoculations, setting sanitary standards, requiring pet restraint and registration by the owner. Discretionary rules you might consider include establishing pet density requirement, a required pet deposit (can ask up to \$300 per pet), establish a waste removal charge, standards of pet care, require a pet license and/or allow temporary pets.

What About Drug and Criminal Activity?

HUD is in the process of updating its "model lease". The following are provisions that are being considered:

- Termination of Tenancy- termination reasons to include ...
 - a. Drug related criminal activity engaged in, on or near the premises, by any tenant, household member, or guest and any such activity engaged in or on the premises by any person under the tenant's control;
 - b. A determination made by the landlord that a household member is illegally using a drug;
 - c. A determination made by the landlord that a pattern of illegal use of a drug interferes with health, safety, peaceful enjoyment of the premises by other residents;
 - d. Criminal activity by a tenant, household member, guest or other person under tenants controls that:
 - 1. threatens the health, safety, peaceful enjoyment of the premises by other residents including property management staff residing on the premises; OR
 - 2. persons residing in the immediate vicinity of the premises.
 - e. If the tenant is fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony or high misdemeanor;
 - f. If the tenant is violating a condition of parole imposed under Federal or state law;
 - g. A determination made by the landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of other residents;
 - h. If the landlord determines that the tenant, any member of the tenant's household, a guest or other person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or other person under the tenant's control has been attested or convicted for such activity.

EVICTION

What about eviction? I hear this is where "subsidized tenants get you"?

There are provisions which related to Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the

date the unit is re-rented, whichever date comes first. This is regardless of whether the tenant signed a year lease or not.

- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement only for:
- the Tenant's material noncompliance with the terms of this Agreement;
 - the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act; or
 - *criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or near such premises, engaged in by a tenant, any member of the tenant's household, or any guest or other person under the tenant's control; or
 - other good cause, which includes, but is not limited to, the Tenant's refusal to accept the Landlord's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the project, (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project; (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State, or local law. All termination notices must:
- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;

- advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- d. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (c).

Landlords who rent to tenants who are utilizing Section 8 vouchers or certificates must also send a copy of any eviction notice to the Housing Agency who handles their subsidy.

Other important provisions:

- **Hazards:** The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
- **Penalties for knowingly giving the Landlord false information** regarding income information or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

Notice to Cure

Unlike conventional leases, subsidized tenants do have one additional item which impacts eviction. The Landlord agrees to give the Tenant written notice of the proposed termination (regardless of reason - nonpayment of rent or lease violation). The notice will advise the Tenant that, they have ten calendar days following the date of the notice where he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant. This does not affect your eviction filing dates.

If you are interested in seeing the entire subsidized model lease, visit http://www.hudclips.org/subscriber/cgillegis_run.cgi?legis_run and scroll down to Sample Model Lease.

If you should have any questions about the subsidized programs - please contact the agencies who oversee the program.

PART SEVEN

PART SEVEN

COMMUNITIES NOT COMPLEXES!

NOT A COMPLEX

Rental properties are not complexes. ***Complexes are disorders!*** Rental properties are small communities where people live, and many raise a family. It is important to view each property as a community within a community. Residents need to feel they are a vital part of a healthy community. When residents feel at home, they are more apt to take pride and ownership of the area.

If residents of a rental property are fearful or not familiar with others in that community, many problems can result. Residents will be less likely to report suspicious or illegal activity, and that causes apathy. When apathy pervades, soon drug dealers and other undesirables will begin to take over the area. The only thing necessary for these activities to flourish is for good residents to do nothing to stop it. It doesn't take long for those who perpetrate illegal activity to realize no one is going to report them.

NOT A POLICE PROBLEM



Crime is NOT a police problem. It is a COMMUNITY problem. The police ARE a part of the community, so this does not exclude the police. It certainly is the police department's role to arrest people involved in illegal activity, but if the management re-rents to others committing criminal acts, the problem does not go away.

For example, if neighbors complain that various types of illegal activity are making a park unsafe for children to play in; this is not necessarily a police problem. The police can remove the persons committing crimes in the park, but if the residents don't follow-up by using the park for legitimate uses, other illegal activities will soon begin again.

PROBLEM SOLVING

1. Identify

2. Identify

3. Identify

4. Identify

5. Identify

6. Identify

HOW TO BEGIN

Start with residents that care about their environment. If you promote a strong sense of community concern, residents will not tolerate illegal activity, and are even willing to testify in court about abhorrent behavior among other residents. Remember that criminals are like predators, seeking the easy target. If they are able to scare residents into silence, they can perpetrate the crimes.

As previously stated, one of the most violent elements in society today is apathy. Ignoring a crime problem will allow it to flourish more rapidly. It works the same way as weeds. Ignoring a problem will not make it go away. Usually it will get worse.

FORM VS. FUNCTION

While a small sports car may be very attractive, it does not offer much protection in an accident. The 1955 sedan that weighs twice as much (or more) will offer better protection. The point is **it doesn't matter how pretty something is. If it isn't safe, it isn't practical.**

Property management may spend tens of thousands of dollars to beautify a property, but might not invest in security lighting. A person looking for a safe place to live may shy away from a property that is too dark, but a drug criminal may choose a property for that very reason.



The key to having a nice apartment community begins with attracting the right residents. If your property is clean and attractive, you are more likely to attract residents who will keep their rental units clean as well. Trimming trees and bushes doesn't have to be expensive. Responsible applicants will come if they feel responsible management is running the property

Notes:

It is difficult to attract good residents if you have current residents loitering in the parking lots or common areas drinking alcohol or using drugs. People who conduct this kind of behavior will not only prevent good residents from moving in, they will influence your best residents not to renew their lease.

It is a good idea to visit the property at all times of the day and night to see how the residents behave. Feel free to have your beat officer or CFMH coordinator join you during



these "off-hours" visit. This is especially important for properties with offsite management or absentee owners. Don't rely on independent management companies that contract their services. Many times they are chiefly concerned only with collecting the rent.

THE NEXT STEP

Once you have attracted the right applicants, be sure to sell them on the benefits of your particular property. It is a great idea to highlight the best features of the property. But keep in mind, many properties have great amenities. You need to appeal to their concerns about safety and security.

While no property manager can guarantee a resident will not be affected by crime, a resident will take great comfort in knowing the property has established a good rapport with the local police. Good prospects will be happy to hear management is a member of the CRIME FREE MULTI-HOUSING PROGRAM. **Prospects with a history of drug or other illegal activity may simply say, "Thank you, there is one other place I want to look at first."**

Be fair, but be firm in your residency requirements. It's your right. One property manager notorious for her strict guidelines was reported to the Arizona attorney general's office for possible discrimination. People from various classes were sent to the property to audit the manager. The report concluded the manager was equally rude to everyone; there was no discrimination, she was just very strict.

Once a resident shows interest in the property, let them know that all residents at the property have been required to sign the Crime Free Lease Addendum and pass a criminal background check. While this is no guarantee, it does show that management is doing everything they can legally do to reduce the likelihood of criminal activity on the property.

CLOSING THE DEAL

Once an applicant has been approved for residency, they will come into the office to review community rules and sign the rental agreements. This is a good time to explain management and resident responsibilities.



Managers may choose to supply a "move-in" packet containing a copy of the signed lease and all other signed documents including the community rules.

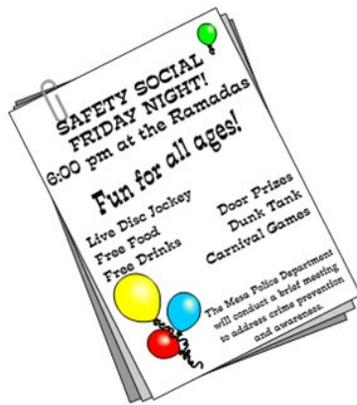
Make sure to explain everything clearly and insure understanding. If the resident understands what a "violation" is and what can / can't be done by the resident **AND** management, dispute resolution will be simplified (should one occur). This is a great way to establish a professional, yet personal, rapport with the new residents.

Note: Be sure to give the residents a photocopy of their signed, Crime Free Lease Addendum.

KEEP IT GOING

The Crime Free Multi-Housing Program requires community activities at least annually. Try to plan various activities that are sure to draw as many residents as possible. Food, drinks, door prizes and music are sure to draw large turnouts.

When residents feel they are a part of a community, they are more likely to work out differences with neighbors. Residents who don't associate with neighbors are much more likely to make complaints to management. People who use rental properties to promote illegal activity prefer to live in properties where residents keep to themselves, and community activities are less frequent.



To attract residents it may be necessary to invite a band, disc jockey, or sponsor a night of karaoke. This is likely to draw a lot of residents, especially if you have free food, drinks and giveaways to raffle off. By having functions that include all ages, residents begin to put names with faces, and faces with unit numbers. Residents will be less likely to cause problems in an area where they are well known.

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

PART EIGHT

PART EIGHT

ACTIVE PROPERTY MANAGEMENT

TAKING A COMPLAINT

An apartment community needs active management to deal with the daily problems that can arise among residents and guests. A manager should always be fair and impartial when hearing about resident complaints. It is good management to hear both sides of the story whenever possible. Calling both residents into the office may be one way of resolving small problems between residents.



In cases where there is a potential for violence, it may be necessary to call the police, or at the very least try to keep the residents apart. If the complaint amounts to a breach of the rental agreement or the Crime Free Lease Addendum, and one resident is willing to write a complaint and testify in court, you may want to serve the notice even though you were not an eyewitness to the event. Let the judge decide.

When property managers show a genuine interest in the residents' concerns, it encourages the residents to take ownership of the community. If residents feel their concerns will fall on deaf ears, they will stop bringing issues to management. This is not a good thing, as small problems will progress to larger ones, and those problems can lead to catastrophes.

ROUTINE PROPERTY INSPECTIONS

Management access to a rented apartment may be necessary to affect repairs or to inspect conditions (if you choose to employ such proactive management practices). Such entries should be specifically noted in the lease, lease addendum, or community rules.

They should be clearly explained and understood by all residents as to the type of entry and the type of notice issued by management prior to such entry.

In some larger properties it may not be possible to inspect every unit on a quarterly or semi-annual basis, but for smaller rental properties it could be a valuable use of time. Routine property inspections should be conducted for all residents equally and fairly.

Routine inspections may be conducted for the purpose of replacing air conditioning filters or inspecting a property for damage, when reasonable grounds exist that a problem has occurred (such as roach infestation or water damage).

Inspections should never be conducted for the purpose of singling out a particular resident without cause. It should never be done for personal reasons or for retaliation on the part of the management

If residents refuse to allow the manager or an agent to inspect the unit or any part of the unit, the manager may serve a ten-day notice for noncompliance. Residents cannot install interior deadbolts or refuse you to inspect a part of the unit

In an emergency situation, such as fire or water damage, a manager may enter the unit without serving notice to protect the property from excessive damage. If the manager has reason to believe a resident may be injured or ill, they may enter the unit to check the welfare of the resident if other attempts do not work.

PROPERTY MANAGERS DO HAVE A LEGAL RIGHT TO INSPECT THE UNITS, AND CANNOT BE DENIED ACCESS WHEN THE RESIDENT HAS BEEN APPROPRIATELY SERVED NOTICE.



GOOD PROPERTY MAINTENANCE

Building Maintenance - The building should have a bright colored paint to reflect ambient light. Keep it looking cared for.

Stairs/Balconies - Stairs & balconies should not have a cluttered appearance. They should appear clean and safe.

Courtyards - Keep trees and bushes trimmed. Maintain good lighting and litter control.

Common Areas - Laundry and recreational areas should be clean, well lit and promote a sense of safety.

Parking Lots - Maintain lighting, asphalt and signage. Paint speed bumps and fire lanes as necessary.

Perimeter Fencing - Inspect for damage to structures and repair immediately. Paint over graffiti ASAP).

Litter Control - All members of the management team should pick up litter or debris whenever they see it. Encourage residents to help keep their community clean.

PART NINE

PART NINE

COMBATING CRIME PROBLEMS

WHOSE JOB IS IT?

Property managers get frustrated very quickly when trying to report crime problems to the police. It just seems the police don't show enough interest. If they cared, they would arrest the troublemakers, right? Well, it's not that easy.

Some property managers are viewed as apathetic toward crime. It appears that property managers intentionally rent to anyone, as long as they pay the rent. Some police officers are viewed as apathetic toward problems that arise in rental communities. It appears the police are in too much of a hurry to get to the next call, or the next cup of coffee.

The truth is, there are some property managers and police officers that could do a better job. But the majority of police officers and property managers are doing their level best. There is just the issue of misconceptions about what the police can and cannot do, as well as what the property manager can and cannot do.



The Displacement Theory

If management depends too heavily upon the police to deal with criminal activity on the property, they'll likely be disappointed. The police cannot do very much alone. For example, consider the balloon displacement theory.

If a balloon is squeezed from one side, all of the air is displaced to the other side. When the balloon is released, all of the air comes back again. The police have this same effect on crime. The police can respond to a crime problem, apply pressure, and displace the problem. But as soon as they move on to the next area, and they WILL have to, the problem returns.

If a property manager squeezes one side of a balloon, maintenance squeezes another side, the police another side, and residents squeeze from the top and bottom, the balloon will burst. This *TEAM* can have the same effect on crime. There is strength in numbers!

United against crime, the team will always win.

Police officers do not have sufficient training in civil laws regarding landlord/tenant disputes. Frequently, the police expect the property management to do things that just are not allowed. The reverse is true. Many times the police are asked to do things that they are not allowed to do either. Because there is not enough time spent on explaining why a particular action cannot be taken, the other sees this refusal as apathy.

CIVIL LAWS VS. CRIMINAL LAWS

To clear up the matter, we first have to see the differences between civil and criminal matters. They have very little in common. In fact, sometimes they have NOTHING AT ALL in common. Property managers work with civil laws (*the Forcible Entry and Detainer Act*) while the police work with Illinois criminal laws. The rules and the penalties are entirely different. The amount of evidence a police officer needs for probable cause to make an arrest is much higher than the preponderance of evidence you need as a property manager.

Criminal Law

When you think of criminal laws, think of Perry Mason, the judge and jury. When you think of civil laws, think of Judge Wapner and *The People's Court*. The issues and the procedures are quite different.



In criminal law, the police must have probable cause to arrest someone. Suspicion is not enough. Probable cause is where an officer knows a crime happened, and believes the perpetrator is the one being detained. When an officer begins to question the person who just got arrested, **they must tell the suspect about their Aright to remain silent. The police cannot search an apartment without a warrant, and they are not easy to obtain.**

If the officer is able to build enough evidence to arrest a suspect, there is still no guarantee the prosecutor's office will file charges. If charges are filed, there is no guarantee the person will be brought to a jury trial. If the person is brought to a jury trial, there is no guarantee the jury will convict. If the jury convicts, there is no guarantee the person will go to prison. If the person goes to prison, there is no guarantee they will stay there very long.

In many cases, plea bargains are made, probation may be given, or in some situations, the charges are just dropped. In most cases, the people that get arrested at rental properties do not go to prison. They are released very soon after being arrested, and they go right back home to their apartment.

Civil Law

In civil law, the procedure is much different. Property managers do not need probable cause to question a resident and they do not have to read them their rights. Property managers have the right to enter rental units (as provided by law), and they don't need a search warrant! If the resident has committed a breach of the rental agreement, you may serve notice to terminate the lease and the resident may need to appear in court or risk losing the judgment if they choose not to leave.



In civil court there is not the typical courtroom scenario. You might be surprised to not see a jury. Each person stands before a judge; the judge weighs out both sides of the issue based on the evidence presented, and renders judgment. That's it.

In criminal cases, a jury must be convinced **beyond a shadow of a doubt**. In civil law, the judge only needs to see a **preponderance of evidence**. A preponderance of evidence is MUCH less than proof beyond a shadow of a doubt. A preponderance of evidence could be only 51% to win. Proof beyond a shadow of a doubt requires virtually 100% to win the case.



Criminal Preponderance
98%-100%

VS.



Civil Preponderance
51+%

TAKING ACTION

If a resident is conducting illegal activity at the rental property, a criminal conviction may not be as expedient as taking civil action. For instance, if a resident is suspected of selling drugs or gang activity, you should contact the police, but also be prepared to take action yourself. There may not be a whole lot the police can do to help you in some cases. Document all of the activities you and others have observed, because you may have more ability to deal with the situation. For example:

DRUGS IN APARTMENTS

What will you do if ***an employee in a resident's unit discovers drugs?*** Some management companies may want you to take the drugs to the office, another company may recommend that you secure the apartment, and yet some companies may want you to get a witness. **In all cases you should notify the police.** Check with your company's attorney for legal advice in advance. In one case, a maintenance person took needles, which turned out to belong to an insulin dependent diabetic who was very angry with management. **Bottom-line, consider your actions!**

Drugs can be extremely dangerous; caution should always be exercised. It is not advisable to pick up or remove drugs, drug pipes, needles or other paraphernalia. At the very least, rubber gloves should be worn when touching any of these items. Needles are especially dangerous, not only because of the drugs themselves, but because of the likelihood of the transmission of Hepatitis or the H.I.V. virus. Because children and adults frequently crawl into dumpsters, this is not a good place to dispose of them. Maintenance and grounds keepers should also be on the lookout for needles and other stashes in remote areas of the property and inside broken sections of block fences.

GENERAL DISTURBANCES



Loud music, loud parties and just rowdy behavior can be very annoying. The police can ask residents to reduce the noise, but frequently they will start again once the police leave. **The management has the most power to deal with this noncompliance.** A resident should be served with a 10-day notice for each breach of the rental agreement, if appropriate. The manager can simply tell the resident to stop violating the rental agreement, or the next time the violation happens it will be grounds for eviction.

WHO HAS THE POWER?

The Fourth Amendment to the United States Constitution limits the power of the police. **The property manager has much more power to remove a resident from the property.** A resident can be free, awaiting trial for over a year. The criminal process is much slower than the civil one. You will need less evidence to remove the resident through the civil process. Having your paper work in order with thorough documentation will make the process quicker and easier. There are some things the police can do that managers cannot. But more often what the management can do, the police cannot. **Together the police and management** can work with responsible residents to solve virtually any problems. It takes a concerted effort, and both sides have to be willing to do as much as possible. Though it may seem easier for the police to deal with it, that is not always the case. Here is another example:

TRESPASSING

Mark Manager calls the police to report a trespasser. When the officer arrives, the suspect is waiting for the police. The manager tells the officer, "I want this man arrested for trespassing!" The officer talks to the man in question and finds out he is actually living in the unit. His clothes, television and other personal effects are in the apartment as well.

The officer explains to Mr. Manager, "The man is not trespassing; the resident is allowing him to live there."

"Aha!" replies the manager. "He is NOT on the lease!"

The officer responds, "The lease is a civil matter. You will have to serve notice to the resident who is allowing the unauthorized guest."



If a rental agreement has clearly stated policies regarding unauthorized occupants, the property manager can typically serve a notice for the resident to remedy the breach in 10 days, or face eviction. This is often the case with unauthorized pets.

(Refer to the APPENDIX for information on the Schaumburg Trespass Ordinance and how it can work for your property.)

ATTEMPTED MURDER

"9-1-1, what is your emergency?"

"It's my husband, he has a gun, and he says he's going to kill me."

"Okay, stay on the line. I have several officers responding to your apartment as we're talking."

"Please hurry."

"Which unit number are you in?"

CLICK-- Dial tone.

"Hello? Are you still there?"

(The line is busy on call back.)

The police respond at 1:40 a.m., set up a perimeter, and evacuate all of the neighboring units. It's the middle of the night, it's cold outside, but the neighbors could be in danger. They have to leave. For several hours the police negotiate with the gunman, but he refuses to put the gun down. The hostage negotiator is also unsuccessful.

At about 7:00a.m., the police fired tear gas into the unit, breaking the window and burning the curtains and carpeting. The rental unit smells bad. Fortunately, nobody is seriously injured. The S.W.A.T. Team takes the suspect into custody.

By 7:11 a.m. the suspect is handcuffed and placed into the back of a waiting patrol car. By 8:00a.m., he is in front of a judge; by 9:45a.m., he's released and has his guns back.



The manager is livid! She calls the police and insists in knowing why the police let this man go?

The response is, "The police did NOT let this man go, and the judge did." The police department's job is to take a suspect before a judge. After that, it is up to the judge! If the judge orders the police to release him, they have to do it.

The manager lashes back, "I want to know why the judge let him go?"

The response is, "It happens all the time. The courts are so busy, and the jails are overcrowded, so not everyone goes to jail.

If you call the sheriff, he'll tell you he doesn't have enough money or facilities because of budget cuts. It all comes back to the people who say, "No new taxes."

In a way, the people blame the police, the police blame the judge, the judge blames the sheriff, and the sheriff blames the people ... who blame the police, who blame the judge, who blame the sheriff, who blames the people...

The irony of this story is the manager was mad at the police for not doing their job, when in fact, they did all they could. The manager, however, did not do HER job. This was the third time the police were called to the same apartment unit in less than 10 months. The manager chose not to evict him the previous two times because she knew the resident was having personal problems. This story may sound strange, but consider your responsibilities to all your residents while considering "the big picture".



MANAGEMENT'S RESPONSIBILITY

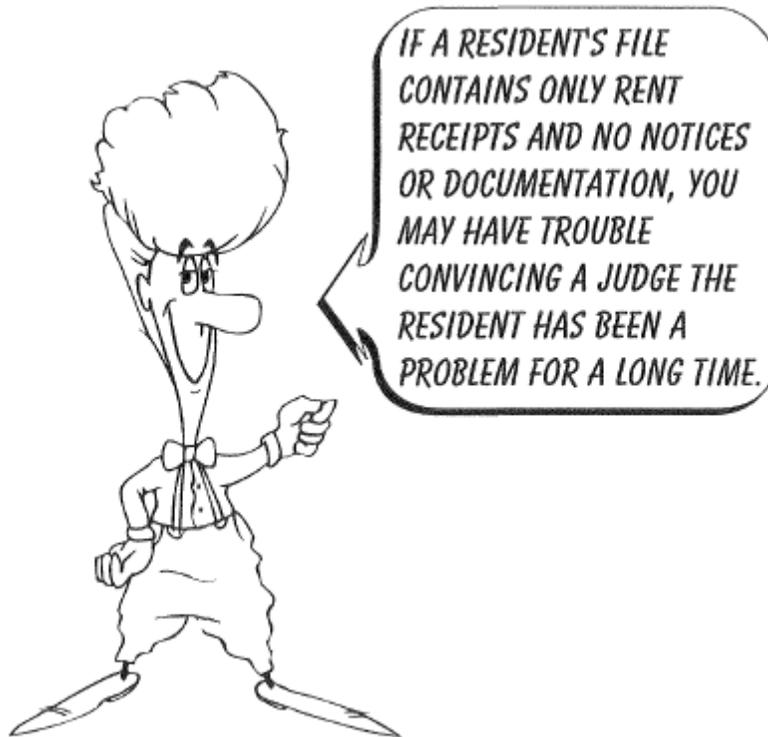
Frequently managers complain about all the problems they are having with a particular resident. They can tell many stories, but when asked to show written documentation of non-compliance, often times the manager has not kept records.

One manager was asked if he ever served a 10-day notice. His reply was "What's a 10-day notice?"

It is not uncommon to find managers who only know about the 5-day notice for nonpayment of rent. They feel they were hired only to collect the rent, and it is the police department's job to deal with undesirable behavior involving residents.



Granted, most apartment managers are familiar with the various notices, but far too many don't use them as often as they should. The three (3) keys to any successful eviction are "document... document... DOCUMENT".



RESIDENT'S RESPONSIBILITY

Train residents - to recognize and report illegal activity.

Empower residents - form Neighborhood Watches and resident councils.

Establish relationships/rapport- attend meetings, use suggestion boxes, have an open door policy.

Set goals - for residents.

- Smaller, short-term goals at first
people get discouraged
people need successes
people need a series of goals
remind residents of goals
advertise successes
- Larger, long-term goals later
more impact on community
more difficult, but more rewards

A TEN-STEP PROCESS

1. Contact all residents.
2. Arrange a timely meeting.
3. Provide handouts.
4. Follow up with newsletter to all residents who don't show up.
5. Have property manager facilitate meeting.
6. Arrange police/fire department presenter.
7. Present crime statistics.
8. Present reasons for crime.
9. Present resources.
10. Present solutions.

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

PART TEN

PART TEN

TO SERVE AND PROTECT?

THE POLICE WON'T TALK TO US

Frequently managers will complain that the police don't stop at the office to report why they are called to the property. There are some very legitimate reasons why.

- Some problems are so minor that the officer may not feel it warrants reporting. For example, a couple has a verbal dispute, as many people do, but no one is hurt; the situation is minor, and there is no reason to "air the dirty laundry" to the neighbors.
- Though it may be the manager who walks up to the officer asking about the call, the officer may not feel it is appropriate to disclose the information. It is also possible the officer isn't certain the person is really the manager.
- Many times the officer is in a hurry to clear the call and get on to the next one that is waiting. Domestic calls take a lot of time in and of themselves, and officers are always being criticized about their response time by the next person who is waiting. The time it takes to locate a manager (and re-tell the whole story) can easily amount to 15 minutes, a half-hour or more. This is especially true when the manager has a lot they want to say to the officer as well.
- Some officers feel the manager isn't going to follow through anyway. Though it may be hard to believe, there are property managers that are nosey. They never follow through with the appropriate notices; they just want to know everybody's business.



If a police officer knows the property manager actually follows through with an appropriate course of action, there is greater incentive to talk with the manager. The officer really doesn't want to have to keep coming back for the same problem over and over again.

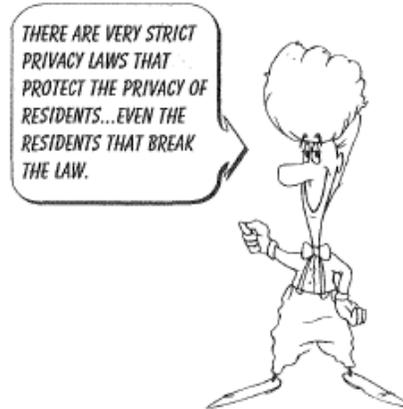
Meet with the officer, even if you have to call the beat coordinator to schedule an appointment. When the officer arrives, let them know you are an active member of the CRIME FREE MULTI-HOUSING PROGRAM and you are willing to work with the police. Meeting the officer is the first step.

Keep in mind, one officer works day shift, one works the afternoon shift, and one works the midnight shift. Also, other officers fill in on the regular officer's days off! It could take a while to meet them all.

PRIVACY LAWS

There is another very key issue to be addressed. That is the issue of privacy laws. A police officer cannot stop by in person, or leave a card in the office telling you the "who, what, when, where, why and how."

The officer is more likely to give you a case number, and as a matter of public record, you can request a copy of the police report. Always try to get the case number if you get nothing else. While the officer may not be able to give you the names of the persons involved, they may be able to give you the unit number they went to.



One of the benefits of being a **fully certified member** of the CRIME FREE MULTI HOUSING PROGRAM is that you can contact the Crime Free Coordinator to discuss police calls to your property.

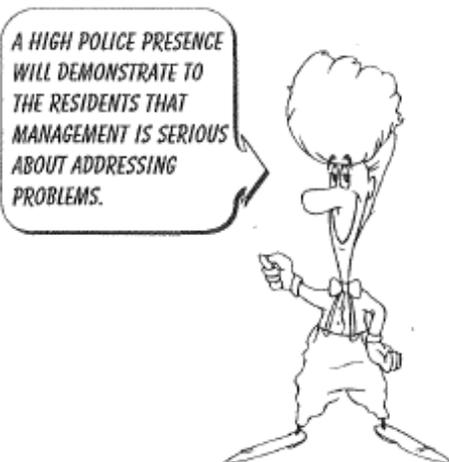
HOW TO APPROACH THE OFFICER

If you see a police officer at one of your rental units, don't interfere -- stay back. The situation may become very volatile at any moment. The officer may order you to stand back for your own safety.

If you are certain things are settled, you can get the officer's attention and introduce yourself as the manager and ask to see the officer when they are through with the call. The less you say at this point, generally the better. Stand at a safe distance, but wait for the officer. Don't go back to the office.

When the officer is finished, let them know you are working with the CRIME FREE MULTI-HOUSING PROGRAM, and get a case number. Sometimes, a case is not drawn up and no report will be written. The officer will let you know.

If the officer is able to give you more information, it will help you follow through with the necessary steps you must take. If not, get a copy of the report. Let the officer know that you do plan to follow through, and you would appreciate working with them in the future.



ESTABLISHING MORE

If a property manager has a serious problem with crime, they may choose to consider some type of security officer to patrol the property. This could be an effective way to solve serious problems with residents.

REQUESTING "EXTRA" PATROL

Frequently managers will call requesting "extra" patrol. While it never hurts to ask, it may not help either. There are many, many multi-family developments in Schaumburg. Many more properties than we have patrol officers. One thing they all have in common is they want extra patrol visits through their property.

Then there are the industrial parks and office buildings. They all want extra patrol, too.

And don't forget the managers of the shopping centers that call the police looking for extra patrol because a customer had a purse stolen, or a car was stolen from the lot. There are more stores than there are patrol officers.



And, of course, there are thousands of residents that want extra patrol in their residential neighborhoods. Everyone wants to see more police patrols in their neighborhoods.

There are still others that feel the police ought to spend more time writing tickets for speeders and people who don't use turn signals. There just aren't enough police officers to fill all those needs.

Unfortunately, the police officers cannot provide security for everyone who asks. Even if they could visit the property a couple of times per day, the likelihood that they would be at the right place at precisely the right time is very slim. The best efforts will include officers that can spend hours at the property. Obviously that would not be possible. We will make every effort to work with you, your residents, and your beat team (patrol officers and beat coordinator) to address your problems and work toward a solution.

NARCOTICS SURVEILLANCE

Property managers will also call the police requesting a narcotics detective to set up surveillance on a resident they suspect of using drugs. While managers are aware the detectives are not sitting by the phone hoping somebody will call soon, managers may also not realize how many cases the detectives are actively working either.

Narcotics detectives are highly trained and do excellent work because they have methods that work so well. Typically, they rely on a person to introduce them to a suspect whenever possible. If they can get close to an operation, they are more likely not only to make an arrest, but also to arrest several people. If the quantities are high, they are likely to get prison time for the offender. The higher up the supply line that they penetrate, the more successful the operation.

The end user is not going to get the prison time or produce all of the other results the detectives are after. They want the "bigger fish to fry." They work the more serious cases. There are more calls than the police have detectives. It is a matter of prioritization.

MANAGEMENT SURVEILLANCE

You should call to report the drug activity, because you may be providing the very key information the police have been looking for. You should also document other behaviors associated with the drug activity, and serve the appropriate notices. **There is usually a string of other evictable offenses that managers overlook; trying to prove somebody is into drug activity.**

Rarely have property managers confronted residents with their suspicions, yet they call the police. When asked why they haven't confronted the resident they say, "I don't have any proof." Think about that. **The police need a whole lot more proof than the manager does. The police can't do anything without the proof either.**



IF YOU DON'T HAVE ENOUGH PROOF TO EVICT A SUSPECTED DRUG DEALER, THE POLICE DON'T HAVE ENOUGH PROOF TO ARREST THEM EITHER.

Why can't the police just watch and get the proof?
There just isn't enough time or available detectives.

The better question is "Why don't the property management teams watch the resident and get the proof?" It is much easier for those who live and work on the property to watch what is going on. They know who lives at and belongs on the property; the police don't. Because management needs a lot less proof than the police do, they will get faster results civilly.

Setting up video cameras or recording license plates may provide clues, but they may also spark retaliation from the resident. Whatever action is taken, safety should always be foremost.

"BUT I'M SCARED!"

Because the potential for danger is there, **property managers should be more selective and forceful with prospective residents.** If policies are not strictly stated in the beginning, they will be harder to enforce in the end. Prevention is the key.

Most residents will stop drug activity if they find out the manager is onto them. The reason most people continue this activity is because they know the manager is afraid to confront them. Even if the police arrest a resident, you will have to evict them and others on the lease. They will come back awaiting trial in most cases.

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

PART ELEVEN

PART ELEVEN

Rental Law and the Eviction Process (*Forcible Entry and Detainer*)

In Illinois, the law which defines the process of eviction in this state is known as the Forcible Entry and Detainer Act. The Forcible Entry and Detainer courts are known as Courts of limited Jurisdiction. This means that only claims for possession and rents can be heard. The court will not allow unrelated counter claims regarding the operation of the property. Therefore, a Forcible Entry and Detainer action is quick, simple and efficient. There are many "horror" stories about how difficult and lengthy an eviction can be. This is true in many cases when procedures are not followed. That being said, when a rental property owner/manager is prepared and follows the process, an eviction can proceed smoothly or be avoided all together. Anecdotal information from property managers and lawyers relates that in 9 out of 10 cases, after being served proper notices, the tenant moves from the unit without the need to proceed with the court hearing.

In order to ensure that your case is heard quickly, it is important that managers and landlords familiarize themselves with some of the basic procedures for proceeding with a forcible action. This type of court action can be handled by a private landlord without the assistance of an attorney. However, the court process can be complicated and confusing. It should be considered a wise and reasonable investment to hire an attorney. The retainer paid to an attorney may easily offset losses associated with a protracted eviction process for those unfamiliar with the law and court proceedings. This chapter was written with the assistance of Attorneys at Law, Laurel Hart and John H. Bickley III. This chapter should not be considered as a substitute for competent legal advice. The following is meant to provide some insight and answer some basic questions regarding the forcible process.

Resources

**Circuit Court of Madison County
157 N. Main Street
Edwardsville, Il 62025
692-6200**

Forcible Entry and Detainer Act (Illinois Eviction Law)
<http://www.ilga.gov/legislation/ilcs/ilcs.asp>
Select "Illinois Compiled Statutes"
Scroll to and select "Chapter 735 Civil Process"
Select "735 ILCS 5/ Code of Civil Procedure"

Scroll to and select "Article IX - Forcible Entry and Detainer" (Part 1, 2, and 3)
Illinois Legal Aid (information and forms, i.e.: 5-day notice, 10-day notice, etc.)

<http://www.illinoislegalaid.org>

Search "Landlord Tenant"

When should I consider evicting a Tenant?

Non-payment of rent is an obvious reason for evicting a tenant. However, the decision to evict a tenant for failing to abide by the specific terms of a lease is a more difficult decision. Effective property management includes the early recognition of noncompliance and immediate response to the problems associated with these behaviors. If you don't resolve problems quickly, you will find that you may jeopardize your ability to handle problems in the future. Most problem tenants exhibit noncompliance behaviors shortly after they move in. If you move quickly, you will find that tenants will stop believing that they can get away with non-compliant behaviors. Many landlords don't take action because they don't want to get involved in the legal system. However, the penalty for indecision can be high. For instance, if you accept rent from a tenant who is noncompliant you may lose your right to evict for the non-compliance at a future date. If you fail to take action against a tenant who is engaged in non-compliant behavior and that behavior later causes damage or injury to another tenant, you may find yourself liable for damages. You will also find that other residents will assume that they can also get away with similar behaviors. The end result may very well be deterioration in the value of the property and an inability to get good, high quality tenants. Don't wait. Implement a policy that ensures residents are treated fairly, yet deals with problems, in a consistent, yet forcible manner. Know your options. Understand the eviction process.

Can I evict a tenant for dealing drugs or engaging in illegal activity inside his unit?

Yes, you can. However, proving drug dealing can be difficult. In order to increase your chances of successfully evicting this type of tenant, I would also recommend that you include a drug-free addendum in your lease. Of course, it's illegal to use or deal drugs, but putting it in your rental agreement reinforces the idea that property management is committed to upholding the law. The biggest hurdle you have to overcome in evicting a tenant for drug use, is providing that drug use is happening. If there has been a drug arrest in your building, the prosecuting attorney may be reluctant to allow police officers or other witnesses to testify in a civil eviction proceeding because of the fear that the criminal case may be jeopardized. However, many municipalities are not only participating in seeking to evict to take action. There are some things that you can do to bolster your case at court. Keep accurate records. Record the number of visitors that come and go into the apartment. Keep records of every disturbance which is reported from the building. Talk to your local police department regarding your suspicions. Ask the police to provide you with copies of police reports the tenant is taking or dealing drugs, you can probably prove that his behavior has unduly distributed other tenants and neighbors and is interfering with the neighbor's peaceful enjoyment of the premises.

Do I need an attorney?

Not necessarily. However, some areas of evictions law are very complicated and detailed. Strict compliance with the statute is necessary because eviction is a drastic remedy. An attorney that is familiar with the forcible entry and detainer act can cut down on continuances and ultimately save you money. Many eviction attorneys will charge only two or three hundred dollars for a

simple eviction. As long as your lease contains a provision for recovery of attorney fees, you also may be able to have your tenant reimburse you for this cost.

If you do choose to file a forcible action without an attorney, take the time to become familiar with court procedures. Spend an hour in the forcible court before your cases is heard so that you can become familiar with the way these types of cases are handled. Many eviction cases are lost simply because the landlord is unfamiliar with the court process and does not have the proper paper work at the time of hearing.

Do I need to serve any notices on a tenant before I actually start court proceedings?

Yes. Serving proper notice on a tenant is generally a prerequisite to filing a Forcible Entry and Detainer action. Generally, the proper service of notice is "jurisdictional". This means that if you don't do it correctly, the Judge will have no choice but to dismiss your lawsuit. You will then have to start all over again. The following is a brief summary of the types of notice which can be served on a non-compliant tenant.

- A. 5-day Notice. This type of notice is served when a tenant is behind in the payment of rent. It provides that if all amounts are not paid within five days, the landlord will terminate the lease. It is important that the landlord not accept anything less than full payment of all amounts which are due and owing during this five day period unless very specific steps are followed. Partial payments may void the five day notice. A five day notice can also be used when the tenant uses the premises for drug activity. If the tenant utilizes the leased premises for the purpose of unlawfully possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, or giving away controlled substances, then the landlord has the option to void the tenant's lease. The first step in voiding the lease is the service of a five day notice that the lease is being terminated. The notice should state the reasons for eviction.

- B. 10 day notice. When a default is made in any of the terms of the lease, it is not necessary to give more than ten days notice of the landlord's intent to terminate the lease. Such a notice may be in the following form:
"You are hereby notified that in consequence of your default in "insert character of the default) of the premises now occupied by your being (here describe the premises), I have elected to terminate your lease and you are hereby notified to quit and deliver up possession of the same to me within ten days of this date."

No other notice is necessary to terminate the tenant's lease. This type of notice can be used in cases where a tenant engaged in behavior which disturbs the peace, damages property or otherwise is prohibited under the terms of the lease.

- C. 30 day notices. This notice is used to terminate a tenant who is occupying the premises on a month-to-month basis or whose lease term is close to expiration. In addition, a thirty day notice is required in order to evict a unit owner who is delinquent in the payment of condominium assessments.

How do I serve these notices?

There are three basic methods for service of a notice on a tenant. (1) You can serve the notice on the person or a person at least 13 years of age who resides in the premises. (2) The notice can be sent by certified or registered mail with a returned receipt for the tenant. (3) If not one is in actual possession of the premises, the notice can be posted on the door. Make sure that you do not serve the original notarized copy of the Notice. This portion of the Notice should be completed only after a copy has been served. The original notarized copy should be brought to court on the day of the forcible.

Now that I have made the decision that I need to have a tenant leave, what are the basic steps for evicting a tenant for non compliance with a lease?

The process is relatively simple. It is also what is called an expedited process. This means that you can obtain relief relatively quickly.

First, a tenant should be served with the appropriate notice.

Second, a Forcible Entry and Detainer action is filed.

Third, the landlord must serve the tenant.

Fourth, an order of possession should be entered at the court hearing. Fifth, the order of possession must be placed with the Sheriff for eviction.

What forms does a landlord need to have in dealing with eviction actions?

The most frequently used forms include:

- A. Five day Notice
- B. Notice of Termination of Tenancy
- C. Forcible Entry and Detainer Complaint
- D. Forcible Summons
- E. Order of Possession
- F. Motion for special process server
- G. Affidavit for posting

How do I actually file the case once I get to the courthouse?

The initial eviction case will be filed in the clerk's office. You will need to have your Complaint and Summons. A copy of these documents is included in this chapter. There are filing fees for forcible entry and detainer. Check with the Circuit Clerk's Office at 618-692-6200 for filing costs. After the clerk files the case, you will need to place the Summons for service.

How do I serve my tenant with the court summons?

The most important thing you need to do is to make sure that your tenant is properly served. Once you file the case with the clerk, proceed to the Sheriff's office, pay their service fee and provide them the summons for service. You or your attorney may wish to check later to verify the sheriff was able to serve the summons. You could be surprised during the first court

appearance when the Judge continues the case as the tenant had not been served. If you learn the Sheriff was unable to serve the tenant, you may request the Judge approve the appointment of a Special Process Server.

What should I bring to court?

There are several documents that are absolutely essential to a forcible case. These documents should be brought to *every* single court call. These documents include: an executed copy of the lease, a signed copy of your Notice; a copy of our complaint; a copy of your proof of proper service on the Defendant; and any other documents which support your claim against the tenant. If your claim is for non-payment of rents, be sure and *have* a list of payments that have been made by the tenant. Many tenants will try and confuse the issues by producing a cancelled check and suggesting it was for payment of rent for the months in question. You may find that this check was actually used for back rental payments. Be organized. You will find that forcible court is what is commonly called a "high volume" courtroom. There may be thirty or forty cases on a typical morning court call. Watch the cases that are called before you. You will find that each judge has his or her own procedures. Try to organize your documents in a way that will complement the Judge's procedures.

What happens after I am awarded an Order of Possession by the Judge?

The entry of an Order of Possession is not the end of the Forcible Action. Until the tenant is evicted, our court case has not really accomplished anything. Generally, the Judge will enter the order and "stay execution" for a period of 7 to 14 days. This means that the Order cannot be placed with the Sheriff for eviction for that period of time. After the stay has expired the Order of Possession must be given to the Sheriff for service. There is a fee for this service. Check with the Madison County Sheriff's Office Process Division at 618-692-6087 for the cost of this service.

I am on the Board of a Condo Association. Can we do anything about a unit that is occupied by a tenant who refuses to abide by Association rules?

Absolutely. The Condominium Property Act provides that all of the Associations declaration, bylaws and rules and regulations shall apply to a tenant and shall be incorporated into any lease executed for a unit located in the Association. The Board of managers may proceed directly against a tenant at law or in equity, or under the provisions of the forcible act, for any other breach by tenant of any covenants, rules, regulations, or bylaws. This means that even if a landlord won't take action against a tenant who is violating Association rules, the Board can. In addition, the Board can charge back all of the attorney fees, court costs and expenses in removing the tenant from the property.

Can I do anything to protect my right to evict a tenant, even before he moves in?

Yes. Carefully drafting of your lease can increase your chances of successfully managing your tenants. Include a drug free addendum in your lease. Make it clear that drug use on the property will not be tolerated. Include a provision that clearly states that Tenants will be held responsible for the conduct of their guests as well as for their own conduct. The Illinois Supreme Court has stated that an owner can evict a tenant whose guests violate the leasing rules. Ensure that the tenant will be responsible for ensuring that anybody in his unit will conduct themselves in a manner that will not interfere with the neighbor's peaceful enjoyment of the premises.

PART TWELVE

ORDINANCE NO. 7868
AN ORDINANCE PROHIBITING CHILD SEX OFFENDERS
FROM RESIDING NEAR SCHOOLS, PARKS AND
PUBLIC POOLS

ORDINANCE NO. 7868

AN ORDINANCE PROHIBITING CHILD SEX OFFENDERS
FROM RESIDING NEAR SCHOOLS, PARKS, AND PUBLIC POOLS

WHEREAS, the City of Granite City is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, it is reasonable and necessary for the protection of children that convicted child sex offenders be prohibited from residing or loitering near places frequented by children; and

WHEREAS, per 720 ILCS 5/11-9.3 of the Criminal Statutes of the State of Illinois, it is a felony for a convicted child sex offender to be present on school property without lawful cause or to reside within 500 feet of a school building; and

WHEREAS, it is the intent of the Granite City City Council not to punish any convicted child sex offender beyond what the criminal justice system of the State of Illinois may impose, nor to interfere with private contract and property ownership rights; instead, the intent of this Ordinance is to protect children.

NOW, therefore, it is hereby ordained and decreed as follows:

1. The following definitions apply to this Ordinance:

A "child sex offender" includes any person required to register his or her residence address with any State, or with the federal government, as a result of his or her conviction as a sex offender, where the victim of that sex offense was under the age of 18 years at the time of the offense. A "child sex offender" includes, but is not limited to, any person required to register under the Illinois Sex Offender Registration Act, 730 ILCS 150/1 et seq., as now or as hereafter amended, where the victim was under the age of 18 years at the time of the offense. A "child sex offender" further includes, but is not limited to, any person who has been convicted of any of the following statutory offenses, or convicted of attempting to commit

any of the following statutory offenses, as now or hereafter amended, involving a victim under the age of 18 years:

- a. sexual exploitation of a child (720 ILCS 5/11-9.1);
- b. predatory criminal sexual assault of a child (720 ILCS 5/12-14.1);
- c. indecent solicitation of a child (720 ILCS 5/11-6);
- d. public indecency committed on school property (720 ILCS 5/11-9);
- e. child luring (720 ILCS 5/10-5(b)(10));
- f. aiding and abetting child abduction (720 ILCS 5/10-7 or 720 ILCS 5/10-5(b)(10));
- g. soliciting for a juvenile prostitute (720 ILCS 5/11-15.1);
- h. patronizing a juvenile prostitute (720 ILCS 5/11-18.1);
- i. exploitation of a child (720 ILCS 5/11-19.2);
- j. child pornography (720 ILCS 5/11-20.1);
- k. criminal sexual assault (720 ILCS 5/12-13);
- l. aggravated criminal sexual assault (720 ILCS 5/12-14);
- m. aggravated criminal sexual abuse (720 ILCS 5/12-16);
- n. kidnapping or aggravated kidnapping (720 ILCS 5/10-1 or 5/10-2);
- o. unlawful restraint or aggravated unlawful restraint (720 ILCS 5/10-3 or 5/11-3.1).

"School" means any real property used primarily for educational or child care purposes, including, but not limited to, elementary schools, middle schools, high schools, dance studios, licensed child day care facilities, and pre-schools. "Loiter" means: standing or sitting idly, whether or not the person is in a vehicle or remaining in or around property that is from time-to-time frequented by persons under the age of 18 years.

"Park" includes any playground, walking track, athletic field, gymnasium, basketball court, baseball diamond, or other real estate owned or controlled by a school or unit of a local government, that is designated primarily for recreation. The term "park" includes ancillary

restrooms and vehicle parking lots designated for use primarily by park patrons or school students and their families.

"Public Pool" includes any parcel of real estate containing any natatorium or other improved real estate, designated or intended for swimming, water recreation, or water sports, whether operated or owned by a public entity, or to which memberships are sold to the public.

2. It is unlawful for a child sex offender to reside within 1000 feet of any of the following:
 - a. The real property comprising any school attended by persons under the age of 18 years;
 - b. The real property comprising any park; or
 - c. Any public pool.

3. It is unlawful for any child sex offender to loiter on any public property, public right of- way, or area designated for parking of motor vehicles, within 500 feet of any of the following, unless the person loitering is with a child under the age of 18 years and the person loitering is a parent, step-parent, aunt, uncle, cousin, sibling, or stepsibling, of that child under the age of 18 years:
 - a. The real property comprising any school attended by persons under the age of 18 years;
 - b. The real property comprising any park; or
 - c. Any public pool.

4. It is unlawful for any person, corporation, business, partnership, Trust, manager, or other entity, to enter into any lease agreement, or to renew any lease agreement, letting residential real estate to a child sex offender, where the lot line of the residential property is within 1000 feet of any of the following:
 - a. The real property comprising any school attended by persons under the age of 18 years; or
 - b. The real property comprising any park; or
 - c. Any public pool.

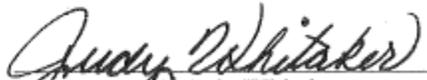
5. Any person found guilty of violating sections 2 or 3 of this Ordinance shall be subject to a fine of between \$25.00 and \$500.00, with each day a violation continues constituting a separate offense. Any person, corporation, business, partnership, Trust, manager, or other entity guilty of violating section 4 of this Ordinance shall be subject to a fine of between \$25.00 and \$500.00, revocation of business license, or both. Each day a violation continues shall constitute a separate offense. Any person, corporation, business, partnership, Trust, manager, or other entity violating section 4 of this Ordinance shall be presumed to have had knowledge of the tenant's status as a child sex offender, where that tenant's name, photo, or other identifying information appears on the Illinois State Police statewide sex offender database, as published on the internet on the Illinois State Police World Wide Web home page, per the Sex Offender and Child Murderer Community Notification Law, 730 ILCS 152/101 et seq., as now or hereafter amended.
6. In the event a court of competent jurisdiction should declare the terms of any portion of this Ordinance invalid or unenforceable, the remainder of this Ordinance shall remain in full force and effect.
7. All distances designated in this Ordinance shall be measured from the lot line of the park property, public pool property, or school property, and from the lot line of the subject residence.
8. Nothing in this Ordinance prohibits a child sex offender from residing within 1000 feet of any property, if that residence is owned or leased by the child sex offender before the effective date of this Ordinance. This Ordinance is intended to apply to and to prevent such new residential lease agreements, and renewals of expired residential leases, entered into after the effective date of this Ordinance. This Ordinance shall take effect 30 days after passage.

9. The restrictions against child sex offenders in this Ordinance, shall apply to any child sex offender for ten full years after the final day of his or her last parole, discharge, or release from confinement in any penal institution or hospital, whichever is latest. Where a child sex offender was never confined in any penal institution, hospital, or such facility, said ten years shall run from the date of his or her last felony conviction.

APPROVED this 6th day of December, 2005.


MAYOR Edward Hagnauer

ATTEST:


CITY CLERK Judy Whitaker

52425

LANDLORD AND TENANT ACT

765 ILCS 705/

PROPERTY

(765 ILCS 705/) Landlord and Tenant Act.

(765 ILCS 705/0.01) (from Ch. 80, par. 90)

Sec. 0.01. Short title. This Act may be cited as the Landlord and Tenant Act.

(Source: P.A. 89-82, eff. 6-30-95.)

(765 ILCS 705/1) (from Ch. 80, par. 91)

Sec. 1. Liability exemptions.

(a) Except as otherwise provided in subsection (b), every covenant, agreement, or understanding in or in connection with or collateral to any lease of real property, exempting the lessor from liability for damages for injuries to person or property caused by or resulting from the negligence of the lessor, his or her agents, servants or employees, in the operation or maintenance of the demised premises or the real property containing the demised premises shall be deemed to be void as against public policy and wholly unenforceable.

(b) Subsection (a) does not apply to a provision in a non-residential lease that exempts the lessor from liability for property damage.

(Source: P.A. 94-601, eff. 8-16-05.)

(765 ILCS 705/3)

Sec. 3. Rent payments at business office; cross-reference.

Leases and other rental agreements may be subject to Section 9-218 of the Code of Civil Procedure (735 ILCS 5/9-218).

(Source: P.A. 94-2, eff. 5-31-05.)

(765 ILCS 705/5)

Sec. 5. Class X felony by lessee or occupant.

(a) If, after the effective date of this amendatory Act of 1995, any lessee or occupant is charged during his or her lease or contract term with having committed an offense on the premises constituting a Class X felony under the laws of this State, upon a judicial finding of probable cause at a preliminary hearing or indictment by a grand jury, the lease or contract for letting the premises shall, at the option of the lessor or the lessor's assignee, become void, and the owner or the owner's assignee may notify the lessee or occupant by posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice. The notice shall state the basis for its issuance on forms provided by the circuit court clerk of the county in which the real property is located. The owner or owner's assignee may have the same remedy to recover possession of the premises as against a tenant holding over after the expiration of his or her term. The owner or lessor may bring a forcible entry and detainer action.

(b) A person does not forfeit his or her security deposit or any part of the security deposit due solely to an eviction under the provisions of this Section.

(c) If a lessor or the lessor's assignee voids a contract under the provisions of this Section, and a tenant or occupant

has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or the lessor's assignee may seek relief under Article IX of the Code of Civil Procedure. Notwithstanding Sections 9-112, 9-113, and 9-114 of the Code of Civil Procedure, judgment for costs against the plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith if the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency or the State's Attorney.

(d) The provisions of this Section are enforceable only if the lessee or occupant and the owner or owner's assignee have executed a lease addendum for drug free housing as promulgated by the United States Department of Housing and Urban Development or a substantially similar document.
(Source: P.A. 89-82, eff. 6-30-95.)

(765 ILCS 705/10)

Sec. 10. Failure to inform lessor who is a child sex offender and who resides in the same building in which the lessee resides or intends to reside that the lessee is a parent or guardian of a child under 18 years of age. If a lessor of residential real estate resides at such real estate and is a child sex offender as defined in Section 11-9.3 or 11-9.4 of the Criminal Code of 1961 or the Criminal Code of 2012 and rents such real estate to a person who does not inform the lessor that the person is a parent or guardian of a child or children under 18 years of age and subsequent to such lease, the lessee discovers that the landlord is a child sex offender, then the lessee may not terminate the lease based upon such discovery that the lessor is a child sex offender and such lease shall be in full force and effect. This subsection shall apply only to leases or other rental arrangements entered into after the effective date of this amendatory Act of the 95th General Assembly.
(Source: P.A. 96-1551, eff. 7-1-11; 97-1150, eff. 1-25-13.)

(765 ILCS 705/15)

Sec. 15. Changing or rekeying of the dwelling unit lock.

(a) A lessor of a dwelling unit shall comply with the provisions of this Section regarding the changing or rekeying of the dwelling unit lock. For the purposes of this Section, "dwelling unit" means a room or suite of rooms used for human habitation and for which a lessor and a lessee have a written lease agreement.

(b) After a dwelling unit has been vacated and on or before the day that a new lessee takes possession of the dwelling unit, the lessor shall change or rekey the immediate access to the lessee's individual dwelling unit. For the purposes of this Section, "change or rekey" means:

- (1) replacing the lock;
- (2) replacing the locking or cylinder mechanism in the lock so that a different key is used to unlock the lock;
- (3) changing the combination on a combination or

digital lock;

(4) changing an electronic lock so that the means or method of unlocking the lock is changed from the immediately prior tenant; or

(5) otherwise changing the means of gaining access to the lessee's locked individual dwelling unit so that it is not identical to the prior lessee's means of gaining access to the lessee's locked individual dwelling unit.

(c) If a lessor does not change or rekey the lock as required in this Section, and a theft occurs at that dwelling unit that is attributable to the lessor's failure to change or rekey the lock, the landlord is liable for any damages from the theft that occurs as a result of the lessor's failure to comply with this Section.

(d) The provisions of this Section do not apply if the lessee has obtained the right to change or rekey the dwelling unit lock pursuant to a written lease agreement.

(e) The provisions of this Section do not apply to (i) an apartment rental in an apartment building with 4 units or less when one of the units is occupied by the owner or (ii) the rental of a room in a private home that is owner-occupied.

(f) This Section applies only in counties having a population of more than 3,000,000.

(Source: P.A. 97-470, eff. 1-1-12.)

(765 ILCS 705/16)

Sec. 16. Military personnel in military service; right to terminate lease.

(a) In this Section:

"Military service" means any full-time training or duty, no matter how described under federal or State law, for which a service member is ordered to report by the President, Governor of a state, commonwealth, or territory of the United States, or other appropriate military authority.

"Service member" means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, the District of Columbia, a commonwealth, or a territory of the United States.

(b) A tenant who is a service member that has entered military service for a period greater than 29 consecutive days or any member of the tenant's family who resides with the tenant at the leased premises may terminate a lease for a mobile home lot, residential premises, non-residential premises, or farm or agricultural real property if the tenant enters military service for greater than 29 consecutive days after executing the lease or the tenant, while in military service, receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days, regardless of whether the lease was signed before or during military service. This provision applies to leases executed on or after the effective date of this amendatory Act of the 97th General Assembly.

(c) In order to exercise the right to terminate the lease granted to a service member under this Section, a service member or a member of the service member's family who resides with the service member at the leased premises must provide

the landlord or mobile home park operator with a copy of the orders calling the service member to military service in excess of 29 consecutive days and of any orders further extending the service member's period of service.

(d) Termination of the lease is effective 30 days after the delivery of the notice to the landlord, except that if rent is paid in monthly installments the termination is effective 30 days after the next rental payment due date after the date of the notice to the landlord. If any rent payment was made in advance, the landlord must return any unearned portion and the landlord must return any security deposit paid, except to the extent that there are actual damages or repairs to be paid from the security deposit as provided in the lease agreement.

(e) A landlord's failure to accept a service member's termination of a lease that is affected pursuant to this Section imposed by this Section constitutes a civil rights violation under the Illinois Human Rights Act. All proceeds from the collection of any civil penalty imposed under this subsection shall be deposited into the Illinois Military Family Relief Fund.

(Source: P.A. 97-913, eff. 1-1-13.)

PROPERTY

(765 ILCS 710) Security Deposit Return Act.

(765 ILCS 710/0.01) (from Ch. 80, par. 100)

Sec. 0.01. Short title. This Act may be cited as the Security Deposit Return Act.

(Source: P.A. 86-1324.)

(765 ILCS 710/1) (from Ch. 80, par. 101)

Sec. 1. A lessor of residential real property, containing 5 or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person, by mail directed to his last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises.

Upon a finding by a circuit court that a lessor has

refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

(Source: P.A. 97-999, eff. 1-1-13.)

(765 ILCS 710/1.1) (from Ch. 80, par. 101.1)

Sec. 1.1. In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a lessor who has received a security deposit or prepaid rent from a lessee, the transferee of such property shall be liable to that lessee for any security deposit, including statutory interest, or prepaid rent which the lessee has paid to the transferor. Transferor shall remain jointly and severally liable with the transferee to the lessee for such security deposit or prepaid rent.

(Source: P.A. 81-1525.)

(765 ILCS 710/1.2)

Sec. 1.2. Security deposit transfer. Notwithstanding Section 1.1, when a lessor transfers actual possession of a security deposit received from a lessee, including any statutory interest that has not been paid to a lessee, to a holder of the certificate of sale or deed issued pursuant to that certificate or, if no certificate or deed was issued, the purchaser of a foreclosed property under Article 15 of the Code of Civil Procedure, the holder or purchaser shall be liable to a lessee for the transferred security deposit, including any statutory interest that has not been paid to the lessee, as provided in this Act. Within 21 days after the transfer of the security deposits and receipt of the name and address of any lessee who paid a deposit, the holder or purchaser shall post a written notice on the primary entrance of each dwelling unit at the property with respect to which the holder or purchaser has acquired actual possession of a security deposit. The written notice shall state that the holder or purchaser has acquired the security deposit paid by the lessee in connection with the lessee's rental of that dwelling unit.

(Source: P.A. 97-575, eff. 8-26-11.)

(765 ILCS 710/2) (from Ch. 80, par. 102)

Sec. 2.

This Act takes effect January 1, 1974 and applies to leases executed on or after that date.

(Source: P.A. 78-588.)

PROPERTY
(765 ILCS 715) Security Deposit Interest Act.

(765 ILCS 715/0.01) (from Ch. 80, par. 120)

Sec. 0.01. Short title. This Act may be cited as the Security Deposit Interest Act.

(Source: P.A. 86-1324.)

(765 ILCS 715/1) (from Ch. 80, par. 121)

Sec. 1. A lessor of residential real property, containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of real property, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement on any deposit held by the lessor for more than 6 months.

(Source: P.A. 87-386; 88-449.)

(765 ILCS 715/2) (from Ch. 80, par. 122)

Sec. 2. The lessor shall, within 30 days after the end of each 12 month rental period, pay to the lessee any interest, by cash or credit to be applied to rent due, except when the lessee is in default under the terms of the lease.

A lessor who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he has willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and reasonable attorney's fees.

(Source: P.A. 79-1428.)

(765 ILCS 715/3) (from Ch. 80, par. 123)

Sec. 3. This Act does not apply to any deposit made with respect to public housing.

(Source: P.A. 80-491.)

PROPERTY

(765 ILCS 720/) Retaliatory Eviction Act.

(765 ILCS 720/0.01) (from Ch. 80, par. 70)

Sec. 0.01. Short title. This Act may be cited as the Retaliatory Eviction Act.

(Source: P.A. 86-1324.)

(765 ILCS 720/1) (from Ch. 80, par. 71)

Sec. 1. It is declared to be against the public policy of the State for a landlord to terminate or refuse to renew a lease or tenancy of property used as a residence on the ground that the tenant has complained to any governmental authority of a bona fide violation of any applicable building code, health ordinance, or similar regulation. Any provision in any lease, or any agreement or understanding, purporting to permit the landlord to terminate or refuse to renew a lease or

tenancy for such reason is void.
(Source: Laws 1963, p. 1508.)

PROPERTY

(765 ILCS 725/) Property Taxes of Alien Landlords Act.

(765 ILCS 725/0.01) (from Ch. 6, par. 8.9)
Sec. 0.01. Short title. This Act may be cited as the
Property Taxes Of Alien Landlords Act.
(Source: P.A. 86-1324.)

(765 ILCS 725/1) (from Ch. 6, par. 9)
Sec. 1. No contract, agreement or lease in writing or by
parol, by which any lands or tenements therein are demised or
leased by any alien or his agents for the purpose of farming,
cultivation or the raising of crops thereon, shall contain any
provision requiring the tenant or other person for him, to pay
taxes on said lands or tenements, or any part thereof, and all
such provisions, agreements and leases so made are declared
void as to the taxes aforesaid. If any alien landlord or his
agents shall receive in advance or at any other time any sum
of money or article of value from any tenant in lieu of such
taxes, directly or indirectly, the same may be recovered back
by such tenant before any court having jurisdiction of the
amount thereof, and all provisions or agreements in writing or
otherwise to pay such taxes shall be held in all courts of
this state to be void.
(Source: P.A. 81-1509.)

PROPERTY

(765 ILCS 730/) Rent Concession Act.

(765 ILCS 730/0.01) (from Ch. 80, par. 40.9)
Sec. 0.01. Short title. This Act may be cited as the Rent
Concession Act.
(Source: P.A. 86-1324.)

(765 ILCS 730/1) (from Ch. 80, par. 41)
Sec. 1. That the purpose of this Act is to regulate the
prevalent practice of making or using written leases of real
estate, which, because of concessions to the lessees, do not
truly state the real net rent being paid, it being recognized
that such practice can be, and frequently is, used to mislead
prospective purchasers and lessees, and lenders of money on
the security of such real estate, into a belief that the
rental value or market value thereof is greater than it really
is.
(Source: Laws 1925, p. 457.)

(765 ILCS 730/2) (from Ch. 80, par. 42)
Sec. 2. A rent concession is made, within the meaning of
this Act, when, in case of a written lease of real estate or a
part thereof, the lessor before or at the time the lease or
any agreement therefore is entered into, and in consideration
of such lease or agreement therefore, directly or indirectly,
gives, or agrees or promises to give, to the lessee, without

express mention thereof in the lease, any of the following:
(1) any credit upon the rent reserved by the lease between the parties, or rebate of such rent or any part thereof after payment thereof by the lessee, or (2) the right, privilege or license to occupy the leased premises for a period other than the term created by the lease, rent free or for a rent less than the average rent fixed by the lease for the entire term, or (3) any other valuable thing, right or privilege. Repairing and decorating the leased premises by the lessor shall not be deemed a rent concession. An agreement by a lessor to waive any of the terms or conditions of the lease other than those relating to the payment of rent shall not be deemed a rent concession.

(Source: P.A. 88-45.)

(765 ILCS 730/3) (from Ch. 80, par. 43)

Sec. 3. When a rent concession shall be made in the case of any lease hereafter entered into, it shall be the duty of the lessor, at the time or immediately after the lease is made, to cause such lease to bear a legend across the face and text thereof plainly legible and in letters not less than one-half inch in height consisting of the words "Concession Granted," and to bear a memorandum on the margin or across the face of such lease stating the amount or extent and nature of each such concession, and any failure on the part of a lessor so to do shall be unlawful and a violation of this Act.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/4) (from Ch. 80, par. 44)

Sec. 4. When a rent concession shall have been made in the case of any lease heretofore or hereafter entered into, it shall be unlawful and a violation of this Act for any person knowing of such concession, to exhibit such lease to any purchaser or lessee or prospective purchaser or lessee of real estate, any part of which is covered by the lease, or to any lender of money, or prospective lender of money on such real estate or any part thereof as security, unless such lease shall bear the legend and memorandum required by section 3 hereof in the case of leases heretofore made.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/5) (from Ch. 80, par. 45)

Sec. 5. The terms "lessor," "lessee" and "person" as used herein shall include the plural thereof and shall include corporations.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/5a) (from Ch. 80, par. 46)

Sec. 5a. The provisions of this Act shall have no application to farm or agricultural property, or property used as such, nor to any leases or evidences of leasing executed relative thereto.

(Source: Laws 1925, p. 457.)

(765 ILCS 730/6) (from Ch. 80, par. 47)

Sec. 6. Any person or corporation violating the provisions

of this Act, by using or exhibiting to any person, persons or corporation any written lease or other written evidence of leasing, not having endorsed thereon any and all concessions as herein provided, for the purpose of selling or effecting a sale of the premises in question or a loan thereon, shall be deemed guilty of a Class A misdemeanor.

(Source: P.A. 77-2701.)

PROPERTY

(765 ILCS 735) Rental Property Utility Service Act.

(765 ILCS 735/0.01) (from Ch. 80, par. 61)

Sec. 0.01. Short title. This Act may be cited as the Rental Property Utility Service Act.

(Source: P.A. 86-1324.)

(765 ILCS 735/1) (from Ch. 80, par. 62)

Sec. 1. Utility payments; termination and restoration of service. Whenever, pursuant to any agreement, either written or verbal, a landlord or his or her agent is required to pay for any water, gas or electrical service, the landlord shall pay for the services to ensure that the services are available to the tenant throughout the term of the lease and shall pay for the services in a timely manner so as not to cause an interruption of the services. If the landlord or his or her agent does not pay for such service, the tenant, or tenants in the event more than one tenant is served by a common system of water, gas or electrical service, including electrical service to common areas, which goes through a common meter in a single building, may either (i) terminate the lease; however, the termination of the lease under this Section does not absolve the landlord or tenant from any obligations that have arisen under the lease prior to its termination under this Section; or (ii) pay for such service if the nonpayment jeopardizes the continuation of the service to the tenant or tenants, as the case may be. The utility company shall not terminate service for such nonpayment until the utility company mails, delivers or posts a notice as specified in Section 3 to all tenants of buildings with 3 or more residential apartments. Upon receipt of such payment of the past due cost of such water, gas or electrical service owed by the landlord, the provider of such service shall immediately restore service to such tenant or tenants. In the alternative, the provider of such service shall immediately restore and continue such service to any tenant who (a) requests that the utility put the bill in his or her name; (b) establishes satisfactory credit references or provides for and pays a security deposit pursuant to the rules and regulations of the Illinois Commerce Commission applicable to applicants for new utility service; and (c) agrees to pay future bills. Any sums the tenant or tenants, as the case may be, pay for water, gas or electrical service that the landlord or his or her agent was required to pay may be deducted from the rent due by the tenant or tenants, and the total rent is diminished by the amount the tenant or tenants, as the case may be, have paid for the continuation of the water, gas or electrical service.

(Source: P.A. 93-994, eff. 1-1-05.)

(765 ILCS 735/1.1) (from Ch. 80, par. 62.1)

Sec. 1.1. Definitions. As used in this Act:

"Agreement" includes leases, oral agreements, and any other understandings or contracts reached between a landlord and a tenant.

"Individually metered utilities" means that the utility service to one or more rental dwelling units in a building is registered by an individual meter for each dwelling unit.

"Master metered utilities" means that the utility service to a building with one or more rental dwelling units is registered by a single meter for the building.

"Landlord" includes the owner of a building, the owner's agent, and the lessor of a building.

"Tenant" includes occupants of a building or mobile home, whether under a lease or periodic tenancy.

"Utility company" includes all suppliers of utility service, including municipalities.

"Utility service" includes electric, gas, water, or sanitary utility service rendered by a utility company to a tenant at a specific location.

(Source: P.A. 87-178.)

(765 ILCS 735/1.2) (from Ch. 80, par. 62.2)

Sec. 1.2. Certain tenant-paid utility payment arrangements prohibited; Notice of change in payment arrangement.

(a) No landlord shall rent or cause to be rented any unit in which the tenant is responsible by agreement, implication, or otherwise for direct payment for utility service to the utility company and in which the utility company billing for that service includes any service to common areas of the building or other units or areas used or occupied by persons other than the individual tenant and those occupying the unit with the tenant on the utility account, unless, before offering an initial lease or a renewal lease, accepting a security deposit, or otherwise entering into an agreement with the prospective tenant to let the premises:

(1) The landlord provides the prospective tenant with a written statement setting forth the specific areas of the building and any appurtenances that are served by the meter that will be in the tenant's name and the nature of the utility uses of those areas, including any that have not been reflected in past utility company billings but that may arise (such as the rental of a neighboring unit that has been vacant, the installation of washers and driers in the basement, or the use of the garage for mechanics);

(2) The landlord provides the prospective tenant with copies of the utility bills for the unit for the previous 12 months, unless waived by the tenant in writing;

(3) The landlord neither suggests nor requires the tenant to collect any money for utility bills from neighboring tenants whose utility usage will be reflected in the prospective tenant's utility company billings; and

(4) The landlord sets forth in writing the amount of the proposed rent reduction, if any, that is offered to

compensate for the tenant's payments for utility usage outside of the tenant's unit.

(b) No landlord shall request or cause to be effected a change (i) from landlord-paid master metered utilities to tenant-paid individually metered utilities or (ii) from landlord-paid to tenant-paid utilities, regardless of the metering arrangement, during the term of a lease. The landlord shall provide a minimum of 30 days notice to each affected tenant before effecting such a change in service; for tenants under a lease, the notice shall be provided to the tenants no less than 30 days before the expiration of the lease term. This subsection does not prohibit the landlord and tenant from agreeing to amend the lease to effect such a change; the amendment must be in writing and subscribed by both parties.

(c) Any term or condition in a rental agreement between the landlord and the tenant that is inconsistent with this Section is void and unenforceable.

(d) Nothing in this Section affects the relationship between a utility company and its customers.

(Source: P.A. 87-178.)

(765 ILCS 735/1.3) (from Ch. 80, par. 62.3)

Sec. 1.3. Tenant remedies and burdens of proof.

(a) A residential tenant shall be entitled to recover damages from the landlord for the utility bills rendered in the tenant's name as a result of the landlord's violation of this Act and which the landlord has not paid to the utility company. The tenant shall have the burden of establishing that the tenant was billed for utility service as a result of the landlord's violation of this Act. Upon proof by the tenant that the tenant was billed an amount for service not attributable to the unit or premises occupied by the tenant, the landlord shall be liable to the tenant for 100% of those utility bills. However, this sum shall be reduced by whatever percentage of use that the court finds that the landlord has established to have been attributable to the unit or premises the tenant occupied during the period that the violation continued. The tenant may recover these damages by an action at law or by a counterclaim in any action brought by the landlord against the tenant. The court may treble the damage award when the court finds that the landlord's violation of this Act was knowing or intentional. The tenant may also recover costs and fees, including attorney's fees, if the amount awarded by the court for utility service is in excess of \$3,000. The remedies contained in this Act do not limit or supersede any remedies the tenant may have under a lease, contract, or the laws, including the common law, of this State.

(b) This Section shall be prospective in application; the remedies shall not attach to any violation that occurred before July 1, 1992.

(c) Nothing in this Section affects the relationship between a utility company and its customers.

(Source: P.A. 87-178; 87-895.)

(765 ILCS 735/1.4) (from Ch. 80, par. 62.4)

Sec. 1.4. Prohibition on termination of utility service by

landlord. No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication (such as where the utilities are master metered) or (ii) by tampering with equipment or lines. This Section does not prohibit temporary utility shutoffs in cases of emergencies such as gas leaks or fire or, upon 7 days written notice to each affected tenant, temporary shutoffs required for building repairs or rehabilitation.
(Source: P.A. 87-177; 87-895.)

(765 ILCS 735/2) (from Ch. 80, par. 63)

Sec. 2. Receivership; utility service termination.

(a) Tenants, upon receiving notice of utility service termination pursuant to Section 1, and utility companies may petition the circuit court, or any court having jurisdiction, for appointment of a receiver of rents due for use and occupancy of the building. No one building may be the subject of more than 2 such petitions in any consecutive 12 month period. The petition shall be served upon the landlord at his or her last known address and upon the utility company which has rendered notice of termination of utility service, except when the utility company is the petitioner. Upon a finding that the tenants' utility service is subject to termination or has been terminated as a result of an amount due and owing by the landlord to the utility company, the court shall appoint a receiver who shall be authorized to collect rents due from the tenants for use and occupancy of the building. The court shall also design a payment plan through which the receiver shall be required to remit to the utility company such portion of the funds as are necessary for payment of current utility bills incurred during the term of the receivership, including any security deposit requested by the utility in accordance with the rules and regulations of the Illinois Commerce Commission. The receiver shall remit the remainder of the collected rents as the court shall direct, taking into consideration the ordinary and necessary expenses of the property including, but not limited to, repair, maintenance, other utility bills, property taxes, arrearages which were the subject of the petition, and any capital expenditures deemed necessary by the court. The landlord or his or her agent shall be liable for arrearages due to the utility company which the court in its payment plan determines cannot feasibly be remitted by the receiver from the collected rents within 12 months.

(b) Within 10 days of the appointment of the receiver, during which time the utility company shall not discontinue service to the building for reason of nonpayment, such receiver shall make a determination as to whether or not the rents due for the use and occupancy of the building can reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility. Upon a determination by the court that the rents due for the use and occupancy of the building cannot reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility, such receivership shall be terminated.

(c) In the event that a petition for receivership is filed after utility service has been terminated, service shall be restored as soon as the utility company receives notice that a receiver has been appointed. The receiver shall make all reasonable efforts to provide to the utility access to the building at all times.

(d) Any receivership established pursuant to this Section shall be terminated by the court upon its finding that the arrearage which was the subject of the petition has been satisfied or upon its finding that the income from the building has become insufficient to pay current utility bills and retire the arrearages as ordered by the court and shows no reasonable likelihood of becoming sufficient.

(Source: P.A. 87-177.)

(765 ILCS 735/2.1) (from Ch. 80, par. 63.1)

Sec. 2.1. Tenant damages.

(a) A landlord's violation of Section 1.4 entitles the residential tenant to damages from the landlord in the amount of a 100% abatement of the rental obligation for each month, and prorated for each part of a month, that the utility service was terminated and to consequential damages. The tenant has a duty to mitigate damages.

(b) When utility service is terminated as a result of the landlord's violation of Section 1.4 under circumstances demonstrating the landlord's deliberate or reckless indifference or willful disregard for the rights of the tenants, or bad faith, the court may additionally award each affected residential tenant in the building statutory damages up to \$300 each or the sum of \$5,000 divided by the number of affected tenants, whichever is less.

(Source: P.A. 87-177; 87-895.)

(765 ILCS 735/2.2) (from Ch. 80, par. 63.2)

Sec. 2.2. Recovery of damages; costs and fees. In the case of a petition filed on or after July 1, 1992, where termination of utility service is averted as a result of action taken by the utility company or tenant or tenants under Section 2, the petitioner is entitled to recover its costs (including court costs), fees (including attorney's fees), and expenses incurred in connection with bringing the receivership proceeding. The costs, fees, and expenses, and damages recoverable under Section 2.1, may be awarded by the court in the receivership proceeding. The sum awarded by the court to the utility company shall be paid by the receiver to the utility company out of the rents paid to the receiver.

(Source: P.A. 87-177.)

(765 ILCS 735/3) (from Ch. 80, par. 64)

Sec. 3. Notice of utility service termination. The utility company shall notify all tenants of buildings with 3 or more residential apartments of the proposed termination of utility service. This notice shall contain the following information:

- (1) the specific date, no sooner than 10 days after the notice is rendered, that utility service is subject to termination;
- (2) a statement of the tenants' statutory right either (A) to pay the utility company the amount due and owing by the

landlord and to deduct the amount paid to the utility company from the rent due on the rental agreement or (B) to petition the court for appointment of a receiver to collect the rents due for use and occupancy of the building and remit a portion to the utility company for payment of utility bills; (3) the dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bill; and (4) the name and telephone number of any legal services agency within the utility company's service area where the tenants may obtain free legal assistance. Any notice provided to tenants of a building under this Act shall be of a conspicuous size, on red paper, and in at least 14 point bold face type, except that the words "notice of (utility service) termination" shall be in 36 point bold face type if the notice is posted, and shall state:

It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.

(Source: P.A. 87-177.)

(765 ILCS 735/4) (from Ch. 80, par. 65)

Sec. 4. The lessor, landlord or his agent shall not increase rent paid by the lessees or tenants of the building in order to collect all or part of the amount lawfully deducted for utility service pursuant to this Act.

(Source: P.A. 80-1453.)

(765 ILCS 735/5) (from Ch. 80, par. 66)

Sec. 5. Nothing in this Act shall be construed to prevent a utility company from pursuing any other action or remedy that it may have against the lessor, landlord or his agent for any amounts due and owing to the utility company and nothing in this Act shall be construed to prevent a utility company from acting in the interest of public safety.

(Source: P.A. 80-1453.)

PROPERTY

(765 ILCS 740) Tenant Utility Payment Disclosure Act.

(765 ILCS 740/1) (from Ch. 80, par. 351)

Sec. 1. Short title. This Act may be cited as the Tenant Utility Payment Disclosure Act.

(Source: P.A. 87-176.)

(765 ILCS 740/5) (from Ch. 80, par. 355)

Sec. 5. Disclosure of utility payments included in rent.

(a) No landlord may demand payment for master metered public utility services pursuant to a lease provision providing for tenant payment of a proportionate share of public utility service without the landlord first providing the tenant with a copy in writing either as part of the lease or another written agreement of the formula used by the landlord for allocating the public utility payments among the tenants. The total of payments under the formula for the building as a whole for a billing period may not exceed the

sum demanded by the public utility. The formula shall include all those that use that public utility service and may reflect variations in apartment size or usage. The landlord shall also make available to the tenant upon request a copy of the public utility bill for any billing period for which payment is demanded. Nothing herein shall preclude a landlord from leasing property to a tenant, including the cost of utilities, for a rental which does not segregate or allocate the cost of the utilities.

(b) No condominium or common interest community association may demand payment for master metered public utility services from a unit owner of a proportionate share for public utility service without the condominium or common interest community association first providing the unit owner with a copy in writing of the formula used by the association for allocating the public utility payments among the unit owners. The total of payments under the formula for the association as a whole for the annual budgeted billing period may not exceed the sum demanded by the public utility, provided however, that the board of directors of the association may direct that any payments received by the association in excess of actual utility bills be applied to other budgeted items having a deficit, or be applied to the association's reserve fund, or be credited to the account of the unit owners for the following year's budget. The formula shall include all those that use that public utility service and may reflect, but is not limited to, percent interest, unit size, or usage. The condominium or common interest community association shall also make available to the unit owner upon request a copy of the public utility bill for any billing period for which payment is demanded. A condominium association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.4 of the Condominium Property Act. A common interest community association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.5 of the Condominium Property Act.

(Source: P.A. 87-176; 88-417.)

PROPERTY

(765 ILCS 742/) Residential Tenants' Right to Repair Act.

(765 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Residential Tenants' Right to Repair Act.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/5)

Sec. 5. Repair; deduction from rent. If a repair is required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, the tenant may notify the landlord in writing by registered or certified mail or other restricted delivery service to the address of the

landlord or an agent of the landlord as indicated on the lease agreement; if an address is not listed, the tenant may send notice to the landlord's last known address of the tenant's intention to have the repair made at the landlord's expense. If the landlord fails to make the repair within 14 days after being notified by the tenant as provided above or more promptly as conditions require in the case of an emergency, the tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation. Emergencies include conditions that will cause irreparable harm to the apartment or any fixture attached to the apartment if not immediately repaired or any condition that poses an immediate threat to the health or safety of any occupant of the dwelling or any common area. After submitting to the landlord a paid bill from an appropriate tradesman or supplier unrelated to the tenant, the tenant may deduct from his or her rent the amount of the bill, not to exceed the limits specified by this Section and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by the tenant, the tenant shall also provide to the landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or another person on the premises with the tenant's consent.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/10)

Sec. 10. Exceptions.

(a) This Act does not apply to public housing as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and any successor Act.

(b) This Act does not apply to condominiums.

(c) This Act does not apply to not-for-profit corporations organized for the purpose of residential cooperative housing.

(d) This Act does not apply to tenancies other than residential tenancies.

(e) This Act does not apply to owner-occupied rental property containing 6 or fewer dwelling units.

(f) This Act does not apply to any dwelling unit that is subject to the Mobile Home Landlord and Tenant Rights Act.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/15)

Sec. 15. Tenant liabilities and responsibilities. The tenant is responsible for ensuring that:

(1) the repairs are performed in a workmanlike manner in compliance with the appropriate law, administrative rule, or local ordinance or regulation;

(2) the tradesman or supplier that is hired by the tenant to perform the repairs holds the appropriate valid license or certificate required by State or municipal law to make the repair; and

(3) the tradesman or supplier is adequately insured

to cover any bodily harm or property damage that is caused by the negligence or substandard performance of the repairs by the tradesman or supplier.

The tenant is responsible for any damages to the premises caused by a tradesman or supplier hired by the tenant. A tenant shall not be entitled to exercise the remedies provided for in this Act if the tenant does not comply with the requirements of this Section.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/20)

Sec. 20. Defense to eviction. A tenant may not assert as a defense to an action for rent or eviction that rent was withheld under this Act unless the tenant meets all the requirements provided for in this Act.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/25)

Sec. 25. Mechanics lien laws. For purposes of mechanics lien laws, repairs performed or materials furnished pursuant to this Act shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

(Source: P.A. 93-891, eff. 1-1-05.)

(765 ILCS 742/30)

Sec. 30. Home rule. A home rule unit may not regulate residential lease agreements in a manner that diminishes the rights of tenants under this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

(Source: P.A. 93-891, eff. 1-1-05.)

PROPERTY

(765 ILCS 745/) Mobile Home Landlord and Tenant Rights Act.

(765 ILCS 745/1) (from Ch. 80, par. 201)

Sec. 1. Applicability. This Act shall regulate and determine legal rights, remedies and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within this State. Any lease, written or oral, shall be unenforceable insofar as any provision thereof conflicts with any provision of this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/2) (from Ch. 80, par. 202)

Sec. 2. Jurisdiction. Any person whether or not a citizen or resident of this State, who owns, holds an ownership or beneficial interest in, uses, manages or possesses real estate situated in this State, submits himself or his personal representative to the jurisdiction of the courts of this State as to any action proceeding for the enforcement of an obligation arising under this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/3) (from Ch. 80, par. 203)

Sec. 3. Definitions. Unless otherwise expressly defined, all terms in this Act shall be construed to have their ordinarily accepted meanings or such meaning as the context therein requires.

(a) "Person" means any legal entity, including but not limited to, an individual, firm, partnership, association, trust, joint stock company, corporation or successor of any of the foregoing.

(b) "Manufactured home" means a factory-assembled, completely integrated structure designed for permanent habitation, with a permanent chassis, and so constructed as to permit its transport, on wheels temporarily or permanently attached to its frame, and is a movable or portable unit that is (i) 8 body feet or more in width, (ii) 40 body feet or more in length, and (iii) 320 or more square feet, constructed to be towed on its own chassis (comprised of frame and wheels) from the place of its construction to the location, or subsequent locations, at which it is installed and set up according to the manufacturer's instructions and connected to utilities for year-round occupancy for use as a permanent habitation, and designed and situated so as to permit its occupancy as a dwelling place for one or more persons. The term shall include units containing parts that may be folded, collapsed, or telescoped when being towed and that may be expected to provide additional cubic capacity, and that are designed to be joined into one integral unit capable of being separated again into the components for repeated towing. The term excludes campers and recreational vehicles.

(c) "Mobile Home Park" or "Park" means a tract of land or 2 contiguous tracts of land that contain sites with the necessary utilities for 5 or more mobile homes or manufactured homes. A mobile home park may be operated either free of charge or for revenue purposes.

(d) "Park Owner" means the owner of a mobile home park and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of such receipts to another person.

(e) "Tenant" means any person who occupies a mobile home rental unit for dwelling purposes or a lot on which he parks a mobile home for an agreed upon consideration.

(f) "Rent" means any money or other consideration given for the right of use, possession and occupancy of property, be it a lot, a mobile home, or both.

(g) "Master antenna television service" means any and all services provided by or through the facilities of any closed circuit coaxial cable communication system, or any microwave or similar transmission services other than a community antenna television system as defined in Section 11-42-11 of the Illinois Municipal Code.

(Source: P.A. 96-1477, eff. 1-1-11.)

(765 ILCS 745/4) (from Ch. 80, par. 204)

Sec. 4. Requisites for Rental or Offer of Mobile Home or Lot for Rental. No person shall rent or offer for rent any

mobile home which does not conform to the sanitation, housing and health codes of the State or of the county or municipality in which the mobile home is located.

No person shall rent or offer for rent any lot in a mobile home park which does not conform to subdivision ordinances of the county or municipality in which the mobile home park is located.

(Source: P.A. 81-637.)

(765 ILCS 745/4a) (from Ch. 80, par. 204a)

Sec. 4a. No park owner, after the effective date of this amendatory Act of 1987, may require a tenant to remove an outside conventional television antenna, or require that a tenant subscribe to and pay for master antenna television services rather than use an outside conventional television antenna. This Section shall not prohibit an owner from supplying free master antenna television services provided that the price of such services is not made a part of the rent of the tenant. This Section also shall not prohibit a park owner from requiring a tenant to remove an outside conventional television antenna if such owner makes available master antenna television services at no charge above the rental stated in such tenant's lease.

(Source: P.A. 86-627.)

(765 ILCS 745/5) (from Ch. 80, par. 205)

Sec. 5. Exemptions. No mobile home park operated by the State or the Federal Government, or park land owned by either, and no trailer park operated for the use of recreational campers or travel trailers shall be subject to the provisions of this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/6) (from Ch. 80, par. 206)

Sec. 6. Obligation of Park Owner to Offer Written Lease. Except as provided in this Act, no person shall offer a mobile home or lot for rent or sale in a mobile home park without having first exhibited to the prospective tenant or purchaser a copy of the lease applicable to the respective mobile home park, unless the prospective tenant waives this right in writing.

(a) The park owner shall be required, on a date before the date on which the lease is signed, to offer to each present and future tenant a written lease for a term of not less than 24 months, unless the prospective tenant waives that right and the parties agree to a different term subject to existing leases which shall be continued pursuant to their terms.

(b) Tenants in possession on the effective date of this Act shall have 30 days after receipt of the offer for a written lease within which to accept or reject such offer; during which period, the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; providing that if the tenant has not so elected he shall vacate within the 30 day period.

(c) The park owner shall notify his tenants in writing not later than 30 days after the effective date of this Act that a written lease shall be available to the tenant and that such

lease is being offered in compliance with and will conform to the requirements of this Act.

(d) The park owner shall give 90 days' notice of any rent increase and no rent increase shall go into effect until 90 days after the notice. Upon receipt of the notice of the rent increase, a tenant shall have 30 days in which to accept or reject the rent increase. If the tenant rejects the rent increase, the tenant must notify the park owner of the date on which the tenant will vacate the premises, which shall be a date before the effective date of the rent increase.

(e) The park owner may provide for a specified rent increase between the first and second years of the lease.

(f) The park owner may offer a month-to-month tenancy agreement option to a tenant not wishing to make a long-term commitment if the tenant signs a written statement acknowledging that the park owner offered the tenant a longer term lease but the tenant chose instead to agree to only a month-to-month tenancy agreement. If the tenant declines to sign either a lease or a statement acknowledging that a lease was offered, the park owner shall sign and deliver to the tenant a statement to that effect. Any month-to-month tenancy agreement must provide a minimum of 90 days' notice to the tenant before any rent increase is effective.

(g) A prospective tenant who executes a lease pursuant to this Section may cancel the lease by notifying the park owner in writing within 3 business days after the prospective tenant's execution of the lease, unless the prospective tenant waives in writing this right to cancel the lease or waives this right by taking possession of the mobile home or the lot. The park owner shall return any security deposit or rent paid by the prospective tenant within 10 days after receiving the written cancellation.

(h) The maximum amount that a park owner may recover as damages for a tenant's early termination of a lease is the amount due under the lease, less any offset or mitigation through a re-lease.

(i) A tenant in possession of a mobile home or lot who is not subject to a current lease on the effective date of this amendatory Act of the 95th General Assembly shall be offered a lease by the park owner within 90 days after the effective date of this amendatory Act of the 95th General Assembly. Tenants in possession on the effective date of this amendatory Act of the 95th General Assembly shall have 30 days after receipt of the offer for a written lease within which to accept or reject the offer, during which period the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; provided that if the tenant has not so elected he or she shall vacate within the 30-day period.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.3)

Sec. 6.3. Temporary Tenant. If a tenant suffers from an illness or disability that requires the tenant to temporarily leave the mobile home park, the park owner shall allow a relative or relatives, designated by the tenant or the tenant's legal guardian or representative, to live in the home

for a period of up to 90 days as temporary occupants if the following conditions are met:

(1) The tenant must provide documentation of the disability or illness by a licensed physician dated within the past 60 days;

(2) The temporary occupant must meet all qualifications other than financial, including age in a community that provides housing for older persons, and the terms of the lease and park rules must continue to be met; as used in this item (2), "housing for older persons" has the meaning ascribed to that term in Section 3-106 of the Illinois Human Rights Act; and

(3) At least 5 days before occupancy, the temporary occupant must submit an application for residency to the park owner by which the temporary occupant provides all information required to confirm that the temporary occupant meets community requirements.

After the 90-day temporary occupancy period, the temporary occupant shall be required to provide documentation of ongoing financial ability to pay the costs relative to occupancy.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.4)

Sec. 6.4. Rent Deferral Program. A tenant or co-tenants may defer, for up to one year, payment of the amount by which the rent has most recently been increased if the tenant or co-tenants provide proof of inability to pay the increased rent amount by meeting the following requirements within 30 days of the date on which the tenant or co-tenants receive either a new lease or a notice of rent increase:

(1) The tenant or co-tenants attest, by sworn affidavit, that they shall diligently proceed to list their mobile home with a licensed sales entity and market it for sale;

(2) The tenant or co-tenants attest, by sworn affidavit, that the proposed new lease amount will exceed 45% of the tenant's or co-tenants' current taxable and non-taxable income, from whatever source derived; and

(3) The tenant or co-tenants provide verification in the form of a tax return and other such documents as may be required to independently verify the annual income and assets of the tenant or co-tenants.

If the tenant or co-tenants meet the above requirements, the tenant or co-tenants may continue to reside in the mobile home for a period of up to 12 months or the date on which the tenant or co-tenants sell the mobile home to a new tenant approved by the park owner, whichever date is earlier. The tenant or co-tenants must remain current on all rent payments at the rental amount due before the notice of the rent increase. The tenant or co-tenants shall be required to pay, upon sale of the home, the deferred rent portion which represents the difference between the actual monthly rental amount paid starting from the effective date of the rent increase and the monthly amount due per the rent increase notice without any additional interest or penalty charges.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.5)

Sec. 6.5. Disclosure. A park owner must disclose in writing the following with every lease or sale and upon renewal of a lease of a mobile home or lot in a mobile home park:

- (1) the rent charged for the mobile home or lot in the past 5 years;
- (2) the park owner's responsibilities with respect to the mobile home or lot;
- (3) information regarding any fees imposed in addition to the base rent;
- (4) information regarding late payments;
- (5) information regarding any privilege tax that is applicable;
- (6) information regarding security deposits, including the right to the return of security deposits and interest as provided in Section 18 of this Act; and
- (7) information on a 3-year rent increase projection which includes the 2 years of the lease and the year immediately following. The basis for such rent increases may be a fixed amount, a "not to exceed" amount, a formula, an applicable index, or a combination of these methodologies as elected by the park owner. These increases may be in addition to all the non-controllable expenses including, but not limited to, property taxes, government assessments, utilities, and insurance.

The park owner must update the written disclosure at least once per year. The park owner must advise tenants who are renewing a lease of any changes in the disclosure from any prior disclosure.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/7) (from Ch. 80, par. 207)

Sec. 7. Effect of Unsigned Lease. If the tenant shall fail to sign a written lease which has been signed and tendered to him by the owner and shall further provide the owner with a rejection in writing of such offer, the tenant's continuation of possession and payment of rent without reservation shall constitute an acceptance of the lease with the same effect as if it had been signed by the tenant.

(Source: P.A. 81-637.)

(765 ILCS 745/8) (from Ch. 80, par. 208)

Sec. 8. Renewal of Lease.

(a) Every lease of a mobile home or lot in a mobile home park shall contain an option which automatically renews the lease; unless:

- (1) the tenant shall notify the owners 30 days prior to the expiration of the lease that he does not intend to renew the lease;
- (2) the park owner shall notify the tenant 30 days prior to the expiration of the lease that the lease will not be renewed and specify in writing the reasons, such as violations of park rules, health and safety codes or irregular or non-payment of rent;
- (3) the park owner elects to cease the operation of either all or a portion of the mobile home park; or

(4) the park owner seeks to change the terms of the agreement pursuant to subsection (b) in which case the procedures set forth in subsection (b) shall apply, unless the only change is in the amount of rent, in which case it is sufficient if the park owner provides a letter notice to the tenant stating the changed rent amount; any notice of a change in the amount of rent shall advise the tenant that the tenant will be given a copy of the lease, upon request, at no charge and that no other changes in the lease are allowed.

(b) If there is no change in the lease, the park owner must provide the tenant with a letter notice stating there will be no change in the lease terms unless a new lease is signed. If there is a change in the rent, the park owner must offer to provide the tenant a copy of the lease without charge upon request.

(c) All notices required under this Section shall be by first class mail or personal service.
(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/8.5)

Sec. 8.5. Park Closure. If a park owner elects to cease the operation of either all or a portion of the mobile home park, the tenants shall be entitled to at least 12 months' notice of such ceasing of operations. If 12 months or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his or her lease up to the date of the closing. If less than 12 months remain in the term of his or her lease, the tenant is entitled to the balance of his or her lease plus a written month-to-month tenancy and rent must remain at the expiring lease rate to provide him or her with a full 12 months' notice.
(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/9) (from Ch. 80, par. 209)

Sec. 9. The Terms of Fees and Rents. The terms for payment of rent shall be clearly set forth and all charges for services, ground or lot rent, unit rent, or any other charges shall be specifically itemized in the lease and in all billings of the tenant by the park owner.

The owner shall not change the rental terms nor increase the cost of fees, except as provided herein.

The park owner shall not charge a transfer or selling fee as a condition of sale of a mobile home that is going to remain within the park unless a service is rendered.

Rents charged to a tenant by a park owner may be increased upon the renewal of a lease. Notification of an increase shall be delivered 90 days prior to expiration of the lease.

The park owner shall not charge or impose upon a tenant any fee or increase in rent which reflects the cost to the park owner of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law against the park owner, including any attorney's fees and costs incurred by the park owner in connection therewith unless the fine, forfeiture, penalty, money damages, or fee was incurred as a result of the tenant's actions.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/9.5)

Sec. 9.5. Abandoned or Repossessed Properties. In the event of the sale of abandoned or repossessed property, the park owner shall, after payment of all outstanding rent, fees, costs, and expenses to the community, pay any remaining balance to the title holder of the abandoned or repossessed property. If the tenant cannot be found through a diligent inquiry after 90 days, then the funds shall be forfeited. As used in this Section, "diligent inquiry" means sending a notice by certified mail to the last known address. (Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/10) (from Ch. 80, par. 210)

Sec. 10. Waiver of Provisions. Any provision of a lease whereby any provisions of this Act are waived is declared void. (Source: P.A. 81-637.)

(765 ILCS 745/11) (from Ch. 80, par. 211)

Sec. 11. Provisions of mobile home park leases. Any lease hereafter executed or currently existing between an owner and tenant in a mobile home park in this State shall also contain, or shall be made to contain, the following covenants binding the owner at all times during the term of the lease to:

- (a) identify to each tenant prior to his occupancy the lot area for which he will be responsible;
- (b) keep all exterior property areas not in the possession of a tenant, but part of the mobile home park property, free from the species of weeds and plant growth which are generally noxious or detrimental to the health of the tenants;
- (c) maintain all electrical, plumbing, gas or other utilities provided by him in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;
- (d) maintain all subsurface water and sewage lines and connections in good working order;
- (e) respect the privacy of the tenants and if only the lot is rented, agree not to enter the mobile home without the permission of the mobile home owner, and if the mobile home is the property of the park owner, to enter only after due notice to the tenant, provided, the park owner or his representative may enter without notice in emergencies;
- (f) maintain all roads within the mobile home park in good condition;
- (g) include a statement of all services and facilities which are to be provided by the park owner for the tenant, e.g. lawn maintenance, snow removal, garbage or solid waste disposal, recreation building, community hall, swimming pool, golf course, laundromat, etc.;
- (h) disclose the full names and addresses of all individuals in whom all or part of the legal or equitable title to the mobile home park is vested, or the name and address of the owners' designated agent;
- (i) provide a custodian's office and furnish each

tenant with the name, address and telephone number of the custodian and designated office.
(Source: P.A. 90-655, eff. 7-30-98.)

(765 ILCS 745/12) (from Ch. 80, par. 212)

Sec. 12. Lease prohibitions. No lease hereafter executed or currently existing between a park owner and tenant in a mobile home park in this State shall contain any provision:

(a) Permitting the park owner to charge a penalty fee for late payment of rent without allowing a tenant a minimum of 5 days beyond the date the rent is due in which to remit such payment;

(b) Permitting the park owner to charge an amount in excess of one month's rent as a security deposit;

(c) Requiring the tenant to pay any fees not specified in the lease;

(d) Permitting the park owner to transfer, or move, a mobile home to a different lot, including a different lot in the same mobile home park, during the term of the lease.

(Source: P.A. 85-607.)

(765 ILCS 745/12a) (from Ch. 80, par. 212a)

Sec. 12a. No lease hereafter executed between a mobile home park owner and a tenant in such a park in this State shall contain any provision requiring the tenant to purchase a mobile home from the park owner, or requiring that if the tenant purchases any mobile home during the lease term that such mobile home must be purchased from the park owner, and no such requirement shall be made as a condition precedent to entering into a lease agreement with any such tenant.

(Source: P.A. 85-1214.)

(765 ILCS 745/13) (from Ch. 80, par. 213)

Sec. 13. Tenant's Duties. The tenant shall agree at all times during the tenancy to:

(a) Keep the mobile home unit, if he rents such, or the exterior premises if he rents a lot, in a clean and sanitary condition, free of garbage and rubbish;

(b) Refrain from the storage of any inoperable motor vehicle;

(c) Refrain from washing all vehicles except at an area designated by park management;

(d) Refrain from performing any major repairs of motor vehicles at any time;

(e) Refrain from the storage of any icebox, stove, building material, furniture or similar items on the exterior premises;

(f) Keep the supplied basic facilities, including plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in a leased mobile home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation;

(g) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(h) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner

that will not affect or disturb his neighbors' peaceful enjoyment of the premises;

(i) Abide by all the rules or regulations concerning the use, occupation and maintenance of the premises; and

(j) Abide by any reasonable rules for guest parking which are clearly stated.

(Source: P.A. 97-813, eff. 7-13-12.)

(765 ILCS 745/14) (from Ch. 80, par. 214)

Sec. 14. Rules and regulations of park. Rules and regulations promulgated and adopted by the park owner are enforceable against a tenant only if:

(a) A copy of all rules and regulations was delivered by the park owner to the tenant prior to his signing the lease;

(b) The purpose of such rules and regulations is to promote the convenience, safety and welfare of the tenants, preserve park property from damage or to fairly distribute park services and facilities to the tenants;

(c) They are reasonably related to the purpose for which adopted;

(d) They apply to all tenants in a fair manner;

(e) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply; and

(f) They are not for the purpose of evading the obligation of the park owner.

A rule or regulation adopted during the term of a lease is enforceable against the tenant only if 30 days written notice of its adoption is given the tenant and such rule or regulation is not in violation of the terms and conditions of the lease.

(Source: P.A. 81-637.)

(765 ILCS 745/14-1) (from Ch. 80, par. 214-1)

Sec. 14-1. The Department of Public Health shall produce and distribute a pamphlet setting forth clearly, and in detail, the tenant's and park operator's rights and obligations under this Act. The pamphlet shall be produced within 90 days of the effective date of this amendatory Act of 1992.

Each park owner shall make these pamphlets available to all current tenants within 60 days after receiving the pamphlets. This requirement may be satisfied by distributing or mailing the pamphlets to each tenant. All new tenants shall be offered a pamphlet at or before the time at which they are offered a written lease.

A violation of the provisions of this Section shall not render any lease void or voidable nor shall it constitute:

(1) A defense to any action or proceeding to enforce the lease.

(2) A defense to any action or proceeding for breach of the lease.

(Source: P.A. 87-1078.)

(765 ILCS 745/14.2)

Sec. 14.2. Relocation plan. The Department of Public

Health shall facilitate the development of a plan to address the relocation efforts of manufactured home or mobile home owners who are compelled to relocate due to (i) the sale of the manufactured home community or mobile home park in which they live to a person or entity which will use the property for a use other than as a manufactured home community or mobile home park or (ii) the closure of or the cessation of the operation of the manufactured home community or mobile home park in which they live. The plan shall be developed in cooperation with members of the General Assembly, manufactured home owners, mobile home owners, manufactured home community owners, mobile home park owners, and the respective statewide organizations that represent manufactured home owners, mobile home owners, manufactured home community owners, or mobile home park owners. Both the Illinois Department of Public Health and the Illinois Housing Development Authority will participate in this collaborative effort by providing office space for meetings and information on matters that arise in which the agencies have expertise, such as issues relating to public health and options for affordable housing, respectively. The plan shall include provisions for the special counseling of manufactured home or mobile home owners displaced from the manufactured home community or mobile home park in which they live; the relocation or shelter needs of displaced manufactured home or mobile home owners; and the creation of a Manufactured Housing Relocation Fund. The plan may include proposed legislation. No later than October 1, 2011, the plan and any proposed legislation shall be submitted to the President of the Senate, the Senate Minority Leader, the Speaker of the House of Representatives, and the House Minority Leader.

(Source: P.A. 97-536, eff. 8-23-11.)

(765 ILCS 745/15) (from Ch. 80, par. 215)

Sec. 15. Statutory grounds for eviction. A park owner may terminate the lease and evict a tenant for any one or more of the following acts:

- (a) Non-payment of rent due;
- (b) Failure to comply with the park rules;
- (c) Failure to comply with local ordinances and State laws regulating mobile homes.

(Source: P.A. 81-637.)

(765 ILCS 745/16) (from Ch. 80, par. 216)

Sec. 16. Improper grounds for eviction. The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall a judgment for possession of the premises be entered against a tenant:

- (a) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of the State of Illinois, or its governmental subdivisions of the United States;

- (b) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the regulation of premises used for dwelling purposes;

(c) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.
(Source: P.A. 81-637.)

(765 ILCS 745/17) (from Ch. 80, par. 217)

Sec. 17. Notice required by Law. The following notice shall be printed verbatim in a clear and conspicuous manner in each lease or rental agreement of a mobile home or lot:

"IMPORTANT NOTICE REQUIRED BY LAW:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you.

You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency."
(Source: P.A. 81-637.)

(765 ILCS 745/18) (from Ch. 80, par. 218)

Sec. 18. Security deposit; Interest.

(a) If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a Security Deposit. Security Deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises.

The park owner shall furnish the tenant, within 15 days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant.

The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this Section.

(b) A park owner of any park regularly containing 25 or more mobile homes shall pay interest to the tenant, on any deposit held by the park owner, computed from the date of the

deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the preceding year on any such deposit held by the park owner for more than 6 months. However, in the event that any portion of the amount deposited is utilized during the period for which it is deposited in order to compensate the owner for non-payment of rent or to make a good faith reimbursement to the owner for damage caused by the tenant, the principal on which the interest accrues may be recomputed to reflect the reduction for the period commencing on the first day of the calendar month following the reduction.

The park owner shall, within 30 days after the end of each 12-month period, pay to the tenant any interest owed under this Section in cash, provided, however, that the amount owed may be applied to rent due if the owner and tenant agree thereto.

A park owner who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and a reasonable attorney's fee.

(Source: P.A. 88-643, eff. 1-1-95.)

(765 ILCS 745/19) (from Ch. 80, par. 219)

Sec. 19. Purchase of Goods and Services. (a) No park owner shall restrict a tenant in his choice of a seller of fuel, furnishings, accessories or goods or services connected with a mobile home unless such restriction is necessary to protect the health or safety of the park residents. The park owner may determine by rule or regulation the style or quality of exterior equipment to be purchased by the tenant from a vendor of the tenant's choosing.

Provided that no park owner shall be required to permit service vehicles in the park in such numbers and with such frequency that a danger is created for pedestrian traffic in the park.

(b) No park owner shall require as a condition of tenancy or continued tenancy for a tenant to purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor.

Provided that this Section shall not apply to a park owner who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents therein. No park owner providing a centralized distribution system shall charge residents more than a reasonable retail price.

(Source: P.A. 81-637.)

(765 ILCS 745/20) (from Ch. 80, par. 220)

Sec. 20. Gifts, Donations, Bonus, Gratuity, Etc. (a) Any park owner who, directly or indirectly, receives, collects or accepts from any person any donation, gratuity, bonus or gift, in addition to lawful charges, upon the representation that compliance with the request or demand will facilitate, influence or procure an advantage in entering into an

agreement, either oral or written, for the lease or rental of real property, or contract of sale of a mobile home, or any park owner or his representative, who refuses to enter into such lease or contract of sale unless he receives, directly or indirectly, a donation, gratuity, bonus or gift, or any park owner or his representative who directly or indirectly aids, abets, requests or authorizes any other person to violate any provision of this Section, commits a violation of this Act.

(b) Any person who pays such donation, gratuity, bonus or gift may recover twice its value, together with costs of the action, against any such person in violation of this Section. (Source: P.A. 81-637.)

(765 ILCS 745/20.5)

Sec. 20.5. Publication of false or misleading information; remedies. Any person who pays anything of value toward the purchase of a mobile home or placement of a mobile home in a mobile home park located in this State in reasonable reliance upon any material statement or information that is false or misleading and published by or under authority from the park owner or developer in advertising and promotional materials, including, but not limited to, a prospectus, the items required as exhibits to a prospectus, brochures, and newspaper advertising, shall have a cause of action to rescind the contract or collect damages from the developer, park owner, or mobile home dealer for her or his loss. (Source: P.A. 93-1043, eff. 6-1-05.)

(765 ILCS 745/21) (from Ch. 80, par. 221)

Sec. 21. Remedies, Tenants. If the park owner fails to substantially conform to the lease agreement or fails to substantially comply with any code, statute, ordinance or regulation governing the operation of a mobile home park or the maintenance of the premises, the tenant may, on written notice to the park owner, terminate the lease and vacate the premises at any time during the first 30 days of occupancy. After the expiration of said 30 days the tenant may terminate the lease only if he has remained in possession in reliance upon the park owner's written promise to correct all or any part of the condition which would justify termination by the tenant under this Section.

Any condition which deprives the tenant of substantial benefit and enjoyment which the park owner shall fail to remedy within 30 days after having received notice in writing of such condition shall constitute grounds for the tenant to terminate the lease and vacate the premises. No such notice shall be required where the condition renders the mobile home uninhabitable or poses an imminent threat to the health, welfare and safety of any occupant.

If such condition was proximately caused by the willful or negligent act or omission of the park owner, the tenant may recover any damages sustained as a result of the condition including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing while the mobile home is uninhabitable.

The tenant may sue to enforce all Sections of this Act and the court may award damages or grant any injunctive or other

relief.

(Source: P.A. 81-1509.)

(765 ILCS 745/22) (from Ch. 80, par. 222)

Sec. 22. Remedies, Park Owner. A park owner may, any time rent is overdue, notify the tenant in writing that unless payment is made within the time specified in the notice, not less than 5 days after receipt thereof, the lease will be terminated. If the tenant remains in default, the park owner may institute legal action for recovery of possession, rent due and any damages.

If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall notify the tenant in writing of his breach. Such notice shall specify the violation and advise the tenant that if the violation shall continue for more than 24 hours after receipt of such notice the park owner may terminate the lease.

(Source: P.A. 81-637.)

(765 ILCS 745/23) (from Ch. 80, par. 223)

Sec. 23. Termination of Lease. If a tenant shall remain in possession of the premises after the expiration of his lease without having notified the park owner of his acceptance or rejection of a renewal of the lease and without the park owner's consent, the tenant shall pay to the park owner a sum, not to exceed twice the monthly rental under the previous lease, computed and pro-rated daily for each day he shall remain in possession.

(Source: P.A. 81-637.)

(765 ILCS 745/24) (from Ch. 80, par. 224)

Sec. 24. Sale of Mobile Home. The park owner shall be enjoined and restrained from prohibiting, limiting, restricting, obstructing or in any manner interfering with the freedom of any mobile home owner to:

(a) Sell his mobile home to a purchaser of his choice, provided that the park owner shall be allowed to promulgate any general qualifications or lawful restrictions on park residents which limit or define the admission of entrants to the park. The purchaser, prior to closing, must obtain a written and signed lease;

(b) Employ or secure the services of an independent salesperson in connection with the sale of said mobile home, providing that said salesperson collects and remits all governmental taxes.

The park owner is prohibited from imposing any fee, charge or commission for the sale of a mobile home, except when a mobile home owner requests the park owner or his agent to assist in securing a purchaser for his mobile home. A commission may be accepted for such service subject only to the following conditions:

(1) That the exact amount of commission or fee shall be a percentage of the actual sales price of the mobile home; and

(2) That the maximum percentage figure for the services in the resale of the mobile home by park owner or his agent shall be set forth in writing prior to the sale.

The park owner is prohibited from requiring, upon the sale

by a tenant of a mobile home to a qualified purchaser, the removal from the park of such mobile home unless the mobile home is less than 12 feet wide or is significantly deteriorated and in substantial disrepair, in which case the park owner shall bear the burden of demonstrating such fact and must, prior to sale, have given the tenant written notice thereof, and that unless first corrected, removal will be required upon sale.

(Source: P.A. 85-998.)

(765 ILCS 745/25) (from Ch. 80, par. 225)

Sec. 25. Meetings of Tenants. Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use.

(Source: P.A. 81-637.)

(765 ILCS 745/26) (from Ch. 80, par. 226)

Sec. 26. This Act shall be cited as the "Mobile Home Landlord and Tenant Rights Act".

(Source: P.A. 83-1083.)

PROPERTY

(765 ILCS 750) Safe Homes Act.

(765 ILCS 750/1)

Sec. 1. Short title. This Act may be cited as the Safe Homes Act.

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/5)

Sec. 5. Purpose. The purpose of this Act is to promote the State's interest in reducing domestic violence, dating violence, sexual assault, and stalking by enabling victims of domestic or sexual violence and their families to flee existing dangerous housing in order to leave violent or abusive situations, achieve safety, and minimize the physical and emotional injuries from domestic or sexual violence, and to reduce the devastating economic consequences thereof.

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/10)

Sec. 10. Definitions. For purposes of this Act:

"Domestic violence" means "abuse" as defined in Section 103 of the Illinois Domestic Violence Act of 1986 by a "family or household member" as defined in Section 103 of the Illinois Domestic Violence Act of 1986.

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

"Sexual violence" means any act of sexual assault, sexual abuse, or stalking of an adult or minor child, including but not limited to non-consensual sexual conduct or non-consensual sexual penetration as defined in the Civil No Contact Order Act and the offenses of stalking, aggravated stalking, criminal sexual assault, aggravated criminal sexual assault,

predatory criminal sexual assault of a child, criminal sexual abuse, and aggravated criminal sexual abuse as those offenses are described in the Criminal Code of 2012.

"Tenant" means a person who has entered into an oral or written lease with a landlord whereby the person is the lessee under the lease.

(Source: P.A. 97-1150, eff. 1-25-13.)

(765 ILCS 750/15)

Sec. 15. Affirmative defense.

(a) In any action brought by a landlord against a tenant to recover rent for breach of lease, a tenant shall have an affirmative defense and not be liable for rent for the period after which a tenant vacates the premises owned by the landlord, if by preponderance of the evidence, the court finds that:

(1) at the time that the tenant vacated the premises, the tenant or a member of tenant's household was under a credible imminent threat of domestic or sexual violence at the premises; and

(2) the tenant gave written notice to the landlord prior to or within 3 days of vacating the premises that the reason for vacating the premises was because of a credible imminent threat of domestic or sexual violence against the tenant or a member of the tenant's household.

(b) In any action brought by a landlord against a tenant to recover rent for breach of lease, a tenant shall have an affirmative defense and not be liable for rent for the period after which the tenant vacates the premises owned by the landlord, if by preponderance of the evidence, the court finds that:

(1) a tenant or a member of tenant's household was a victim of sexual violence on the premises that is owned or controlled by a landlord and the tenant has vacated the premises as a result of the sexual violence; and

(2) the tenant gave written notice to the landlord prior to or within 3 days of vacating the premises that the reason for vacating the premises was because of the sexual violence against the tenant or member of the tenant's household, the date of the sexual violence, and that the tenant provided at least one form of the following types of evidence to the landlord supporting the claim of the sexual violence: medical, court or police evidence of sexual violence; or statement from an employee of a victim services or rape crisis organization from which the tenant or a member of the tenant's household sought services; and

(3) the sexual violence occurred not more than 60 days prior to the date of giving the written notice to the landlord, or if the circumstances are such that the tenant cannot reasonably give notice because of reasons related to the sexual violence, such as hospitalization or seeking assistance for shelter or counseling, then as soon thereafter as practicable. Nothing in this subsection (b) shall be construed to be a defense against an action in forcible entry and detainer for failure to pay rent before the tenant provided notice and vacated the premises.

(c) Nothing in this Act shall be construed to be a defense against an action for rent for a period of time before the tenant vacated the landlord's premises and gave notice to the landlord as required in subsection (b).

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/20)

Sec. 20. Change of locks.

(a)(1) Written leases. Upon written notice from all tenants who have signed as lessees under a written lease, the tenants may request that a landlord change the locks of the dwelling unit in which they live if one or more of the tenants reasonably believes that one of the tenants or a member of tenant's household is under a credible imminent threat of domestic or sexual violence at the premises. If the threat of violence is from a person who is not a lessee under the written lease, notice to the landlord requesting a change of locks shall be accompanied by at least one form of the following types of evidence to support a claim of domestic or sexual violence: medical, court or police evidence of domestic or sexual violence; or a statement from an employee of a victim services, domestic violence, or rape crisis organization from which the tenant or a member of the tenant's household sought services. If the threat of violence is from a person who is a lessee under a written lease, notice to the landlord requesting a change of locks shall be accompanied by a plenary order of protection pursuant to Section 219 of the Illinois Domestic Violence Act of 1986 or Section 112A-19 of the Code of Criminal Procedure of 1963, or a plenary civil no contact order pursuant to Section 215 of the Civil No Contact Order Act, granting the tenant exclusive possession of the premises. The tenant requesting a change of locks shall not be required to obtain written notice from the person posing a threat who is a lessee under the written lease, provided that the notice is accompanied by a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises.

(2) Oral leases. Upon written notice from all tenants who are lessees under an oral lease, the tenants may request that a landlord change the locks of the dwelling unit in which they live if one or more of the tenants reasonably believes that one of the tenants or a member of tenant's household is under a credible imminent threat of domestic or sexual violence at the premises. Notice to the landlord requesting a change of locks shall be accompanied by a plenary order of protection pursuant to Section 219 of the Illinois Domestic Violence Act of 1986 or Section 112A-19 of the Code of Criminal Procedure of 1963, or a plenary civil no contact order pursuant to Section 215 of the Civil No Contact Order Act, granting the tenant exclusive possession of the premises. The tenant requesting a change of locks shall not be required to obtain written notice from the person posing a threat who is a lessee under the oral lease, provided that the notice is accompanied by a plenary order of protection or a plenary civil no contact order granting the tenant exclusive possession of the premises.

(b) Once a landlord has received notice of a request for

change of locks and has received one form of evidence referred to in Section (a) above, the landlord shall, within 48 hours, change the locks or give the tenant the permission to change the locks. If the landlord changes the locks, the landlord shall make a good faith effort to give a key to the new locks to the tenant as soon as possible or not more than 48 hours of the locks being changed.

(1) The landlord may charge a fee for the expense of changing the locks. That fee must not exceed the reasonable price customarily charged for changing a lock.

(2) If a landlord fails to change the locks within 48 hours after being provided with the notice and evidence referred to in (a) above, the tenant may change the locks without the landlord's permission. If the tenant changes the locks, the tenant shall make a good faith effort to give a key to the new locks to the landlord within 48 hours of the locks being changed. In the case where a tenant changes the locks without the landlord's permission, the tenant shall do so in a workmanlike manner with locks of similar or better quality than the original lock.

(c) The landlord who changes locks or allows the change of locks under this Act shall not be liable to any third party for damages resulting from a person being unable to access the dwelling.

(Source: P.A. 94-1038, eff. 1-1-07; 95-378, eff. 8-23-07.)

(765 ILCS 750/25)

Sec. 25. Penalty for violation of lock-change provisions.

(a) If a landlord takes action to prevent the tenant who has complied with Section 20 of this Act from changing his or her locks, the tenant may seek a temporary restraining order, preliminary injunction, or permanent injunction ordering the landlord to refrain from preventing the tenant from changing the locks. A tenant who successfully brings an action pursuant to this Section may be awarded reasonable attorney's fees and costs.

(b) A tenant who changes locks and does not make a good faith effort to provide a copy of a key to the landlord within 48 hours of the tenant changing the locks, shall be liable for any damages to the dwelling or the building in which the dwelling is located that could have been prevented had landlord been able to access the dwelling unit in the event of an emergency.

(b-1) A landlord who changes the locks and does not make a good faith effort to provide a copy of a key to the tenant within 48 hours of the landlord changing the locks shall be liable for any damages to the tenant incurred as a result of not having access to his or her unit.

(c) The remedies provided to landlord and tenant under this Section 25 shall be sole and exclusive for violations of the lock-change provisions of this Act.

(Source: P.A. 94-1038, eff. 1-1-07; 95-378, eff. 8-23-07; 95-999, eff. 10-6-08.)

(765 ILCS 750/27)

Sec. 27. Nondisclosure, confidentiality, and privilege.

(a) A landlord may not disclose to a prospective landlord (1) that a tenant or a member of tenant's household exercised his or her rights under the Act, or (2) any information provided by the tenant or a member of tenant's household in exercising those rights.

(b) The prohibition on disclosure under subsection (a) shall not apply in civil proceedings brought under this Act, or if such disclosure is required by law.

(c) A tenant or a member of tenant's household, who is the victim of domestic or sexual violence or is the parent or legal guardian of the victim of domestic or sexual violence, may waive the prohibition on disclosure under subsection (a) by consenting to the disclosure in writing.

(d) Furnishing evidence to support a claim of domestic or sexual violence against a tenant or a member of tenant's household pursuant to Section 15 or 20 shall not waive any confidentiality or privilege that may exist between the victim of domestic or sexual violence and a third party.
(Source: P.A. 95-999, eff. 10-6-08.)

(765 ILCS 750/29)

Sec. 29. Nondisclosure violation penalty. A landlord, who, in violation of Section 27, discloses that a tenant has exercised his or her rights under the Act, or discloses any information provided by the tenant in exercising those rights, shall be liable for actual damages up to \$2,000 resulting from the disclosure,. A tenant who successfully brings an action pursuant to this Section may be awarded reasonable attorney's fees and costs.

(Source: P.A. 95-999, eff. 10-6-08.)

(765 ILCS 750/30)

Sec. 30. Prohibition of waiver or modification. The provisions of this Act may not be waived or modified in any lease or separate agreement.

(Source: P.A. 94-1038, eff. 1-1-07.)

(765 ILCS 750/35)

Sec. 35. Public housing excluded. This Act does not apply to public housing, assisted under the United States Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and its implementing regulations, with the exception of the tenant-based Housing Choice Voucher program. Public housing includes dwelling units in mixed-finance projects that are assisted through a public housing authority's capital, operating, or other funds.

(Source: P.A. 94-1038, eff. 1-1-07.)

CODE OF CIVIL PROCEDURE

CHAPTER 735

ILLINOIS COMPILED STATUTES

5/9-101

FORCIBLE ENTRY AND DETAINER

**CIVIL PROCEDURE
(735 ILCS 5/) Code of Civil Procedure.**

ARTICLE IX
FORCIBLE ENTRY AND DETAINER

(735 ILCS 5/Art. IX Pt. 1 heading)

Part 1. In General

(735 ILCS 5/9-101) (from Ch. 110, par. 9-101)

Sec. 9-101. Forcible entry prohibited. No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

(Source: P.A. 82-280.)

(735 ILCS 5/9-102) (from Ch. 110, par. 9-102)

Sec. 9-102. When action may be maintained.

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

(1) When a forcible entry is made thereon.

(2) When a peaceable entry is made and the possession unlawfully withheld.

(3) When entry is made into vacant or unoccupied lands or tenements without right or title.

(4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.

(5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law.

This amendatory Act of 1993 is declarative of existing law.

(6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after

demand in writing by the person entitled thereto, or his or her agent.

(7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.

(8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

(Source: P.A. 88-47; 89-41, eff. 6-23-95; 89-626, eff. 8-9-96.)

(735 ILCS 5/9-103) (from Ch. 110, par. 9-103)

Sec. 9-103. Mobile home site. The rental of land upon which a mobile home is placed or the rental of a mobile home and the land on which it is placed, for more than 30 days, shall be construed as a lease of real property. However, nothing in this Section shall be construed to affect the classification of mobile homes as real or personal property for purposes of taxation.

(Source: P.A. 82-280.)

(735 ILCS 5/9-104) (from Ch. 110, par. 9-104)

Sec. 9-104. Demand - Notice - Return. The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises; or if those in possession are unknown occupants who are not parties to any written lease, rental agreement, or right to possession agreement for the premises, then by delivering a copy of the notice, directed to "unknown occupants", to the occupant or by leaving a copy of the notice with some person of the age of 13 years or upwards occupying the premises, or by posting a copy of the notice on the premises directed to "unknown occupants". When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The demand for possession may be in the following form:

To

I hereby demand immediate possession of the following

described premises: (describing the same.)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.
(Source: P.A. 92-823, eff. 8-21-02.)

(735 ILCS 5/9-104.1) (from Ch. 110, par. 9-104.1)

Sec. 9-104.1. Demand; Notice; Return; Condominium and Contract Purchasers.

(a) In case there is a contract for the purchase of such lands or tenements or in case of condominium property, the demand shall give the purchaser under such contract, or to the condominium unit owner, as the case may be, at least 30 days to satisfy the terms of the demand before an action is filed. In case of a condominium unit, the demand shall set forth the amount claimed which must be paid within the time prescribed in the demand and the time period or periods when the amounts were originally due, unless the demand is for compliance with Section 18(n) of the Condominium Property Act, in which case the demand shall set forth the nature of the lease and memorandum of lease or the leasing requirement not satisfied. The amount claimed shall include regular or special assessments, late charges or interest for delinquent assessments, and attorneys' fees claimed for services incurred prior to the demand. Attorneys' fees claimed by condominium associations in the demand shall be subject to review by the courts in any forcible entry and detainer proceeding under subsection (b) of Section 9-111 of this Act. The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(b) In the case of a condominium unit, the demand is not invalidated by partial payment of amounts due if the payments do not, at the end of the notice period, total the amounts demanded in the notice for common expenses, unpaid fines, interest, late charges, reasonable attorney fees incurred prior to the initiation of any court action and costs of collection. The person claiming possession, or his or her agent or attorney, may, however, agree in writing to withdraw the demand in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand in exchange for receiving partial payment."

(c) The demand set forth in subsection (a) of this Section shall be served either personally upon such purchaser or condominium unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the last known address of such purchaser or condominium unit owner or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. To be effective service under this Section, a demand

sent by certified or registered mail to the last known address need not be received by the purchaser or condominium unit owner. No other demand shall be required as a prerequisite to filing an action under paragraph (7) of subsection (a) of Section 9-102 of this Act. Service of the demand by registered or certified mail shall be deemed effective upon deposit in the United States mail with proper postage prepaid and addressed as provided in this subsection.
(Source: P.A. 90-496, eff. 8-18-97.)

(735 ILCS 5/9-104.2) (from Ch. 110, par. 9-104.2)

Sec. 9-104.2. Demand - Notice - Termination of Lease and Possession of a Condominium.

(a) Unless the Board of Managers is seeking to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement with the owner of a unit, no demand nor summons need be served upon the tenant or other occupant in connection with an action brought under paragraph (7) of subsection (a) of Section 9-102 of this Article.

(a-5) The Board of Managers may seek to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement between the tenant or other occupant and the defaulting owner of a unit, either within the same action against the unit owner under paragraph (7) of subsection (a) of Section 9-102 of this Article or independently thereafter under other paragraphs of that subsection. If a tenant or other occupant of a unit is joined within the same action against the defaulting unit owner under paragraph (7), only the unit owner and not the tenant or other occupant need to be served with 30 days prior written notice as provided in this Article. The tenant or other occupant may be joined as additional defendants at the time the suit is filed or at any time thereafter prior to execution of judgment for possession by filing, with or without prior leave of the court, an amended complaint and summons for trial. If the complaint alleges that the unit is occupied or may be occupied by persons other than or in addition to the unit owner of record, that the identities of the persons are concealed and unknown, they may be named and joined as defendant "Unknown Occupants". Summons may be served on the defendant "Unknown Occupants" by the sheriff or court appointed process server by leaving a copy at the unit with any person residing at the unit of the age of 13 years or greater, and if the summons is returned without service stating that service cannot be obtained, constructive service may be obtained pursuant to Section 9-107 of this Code with notice mailed to "Unknown Occupants" at the address of the unit. If prior to execution of judgment for possession the identity of a defendant or defendants served in this manner is discovered, his or her name or names and the record may be corrected upon hearing pursuant to notice of motion served upon the identified defendant or defendants at the unit in the manner provided by court rule for service of notice of motion. If however an action under paragraph (7) was brought against the defaulting unit owner only, and after obtaining judgment for possession and expiration of the stay on enforcement the

Board of Managers elects not to accept a tenant or occupant in possession as its own and to commence a separate action, written notice of the judgment against the unit owner and demand to quit the premises shall be served on the tenant or other occupant in the manner provided under Section 9-211 at least 10 days prior to bringing suit to recover possession from the tenant or other occupant.

(b) If a judgment for possession is granted to the Board of Managers under Section 9-111, any interest of the unit owner to receive rents under any lease arrangement shall be deemed assigned to the Board of Managers until such time as the judgment is vacated.

(c) If a judgment for possession is entered, the Board of Managers may obtain from the clerk of the court an informational certificate notifying any tenants not parties to the proceeding of the assignment of the unit owner's interest in the lease arrangement to the Board of Managers as a result of the entry of the judgment for possession and stating that any rent hereinafter due the unit owner or his agent under the lease arrangement should be paid to the Board of Managers until further order of court. If the tenant pays his rent to the association pursuant to the entry of such a judgment for possession, the unit owner may not sue said tenant for any such amounts the tenant pays the association. Upon service of the certificate on the tenant in the manner provided by Section 9-211 of this Code, the tenant shall be obligated to pay the rent under the lease arrangement to the Board of Managers as it becomes due. If the tenant thereafter fails and refuses to pay the rent, the Board of Managers may bring an action for possession after making a demand for rent in accordance with Section 9-209 of this Code.

(c-5) In an action against the unit owner and lessee to evict a lessee for failure of the lessor/owner of the condominium unit to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or against a lessee for any other breach by the lessee of any covenants, rules, regulations, or bylaws of the condominium, the demand shall give the lessee at least 10 days to quit and vacate the unit. The notice shall be substantially in the following form:

"TO A.B. You are hereby notified that in consequence of (here insert lessor-owner name) failure to comply with the leasing requirements prescribed by Section 18(n) of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or your default of any covenants, rules, regulations or bylaws of the condominium, in (here insert the character of the default) of the premises now occupied by you, being (here described the premises) the Board of Managers of (here describe the condominium) Association elects to terminate your lease, and you are hereby notified to quit and vacate same within 10 days of this date."

The demand shall be signed by the Board of Managers, its agent, or attorney and shall be served either personally upon the lessee with a copy to the unit owner or by sending the demand thereof by registered or certified mail with return

receipt requested to the unit occupied by the lessee and to the last known address of the unit owner, and no other demand of termination of such tenancy shall be required. To be effective service under this Section, a demand sent by certified mail, return receipt requested, to the unit occupied by the lessee and to the last known address of the unit owner need not be received by the lessee or condominium unit owner.

(d) Nothing in this Section 9-104.2 is intended to confer upon a Board of Managers any greater authority with respect to possession of a unit after a judgment than was previously established by this Act.

(Source: P.A. 90-496, eff. 8-18-97; 91-196, eff. 7-20-99.)

(735 ILCS 5/9-104.3) (from Ch. 110, par. 9-104.3)

Sec. 9-104.3. Applicability of Article. All common interest community associations electing pursuant to paragraph (8) of subsection (a) of Section 9-102 to have this Article made applicable to such association shall follow the same procedures and have the same rights and responsibilities as condominium associations under this Article.

(Source: P.A. 84-1308.)

(735 ILCS 5/9-105) (from Ch. 110, par. 9-105)

Sec. 9-105. Growing crops. In case of forfeiture under contract of purchase, the purchaser shall be entitled to cultivate and gather the crops, if any, planted by him or her and grown or growing on the premises at the time of the filing of the action, and shall have the right to enter for the purpose of removing such crops, first paying or tendering to the party entitled to the possession a reasonable compensation for such use of the land before removing such crops.

(Source: P.A. 82-280.)

(735 ILCS 5/9-106) (from Ch. 110, par. 9-106)

Sec. 9-106. Pleadings and evidence. On complaint by the party or parties entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons.

The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action. Except as otherwise provided in Section 9-120, no matters not germane to the distinctive purpose of the proceeding shall be introduced by joinder, counterclaim or otherwise. However, a claim for rent may be joined in the complaint, and judgment may be entered for the amount of rent found due.

(Source: P.A. 90-360, eff. 1-1-98.)

(735 ILCS 5/9-106.1) (from Ch. 110, par. 9-106.1)

Sec. 9-106.1. Action for condominium assessments not barred or waived by acceptance of assessments for time periods not covered by demand.

An action brought under paragraph (7) of subsection (a) of Section 9-102 of this Act is neither barred nor waived by the action of a Board of Managers in accepting payments from a unit owner for his or her proportionate share of the common expenses or of any other expenses lawfully agreed upon for any time period other than that covered by the demand.

(Source: P.A. 84-1308.)

(735 ILCS 5/9-106.2)

Sec. 9-106.2. Affirmative defense for violence; barring persons from property.

(a) It shall be an affirmative defense to an action maintained under this Article IX if the court makes one of the following findings that the demand for possession is:

(1) based solely on the tenant's, lessee's, or household member's status as a victim of domestic violence or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, stalking as that term is defined in the Criminal Code of 2012, or dating violence;

(2) based solely upon an incident of actual or threatened domestic violence, dating violence, stalking, or sexual violence against a tenant, lessee, or household member;

(3) based solely upon criminal activity directly relating to domestic violence, dating violence, stalking, or sexual violence engaged in by a member of a tenant's or lessee's household or any guest or other person under the tenant's, lessee's, or household member's control, and against the tenant, lessee, or household member; or

(4) based upon a demand for possession pursuant to subsection (f) where the tenant, lessee, or household member who was the victim of domestic violence, sexual violence, stalking, or dating violence did not knowingly consent to the barred person entering the premises or a valid court order permitted the barred person's entry onto the premises.

(b) When asserting the affirmative defense, at least one form of the following types of evidence shall be provided to support the affirmative defense: medical, court, or police records documenting the violence or a statement from an employee of a victim service organization or from a medical professional from whom the tenant, lessee, or household member has sought services.

(c) Nothing in subsection (a) shall prevent the landlord from seeking possession solely against a tenant, household member, or lessee of the premises who perpetrated the violence referred to in subsection (a).

(d) Nothing in subsection (a) shall prevent the landlord from seeking possession against the entire household, including the tenant, lessee, or household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if the tenant, lessee, or household member's continued tenancy would pose an actual and imminent threat to other tenants, lessees, household members, the landlord or their agents at the property.

(e) Nothing in subsection (a) shall prevent the landlord from seeking possession against the tenant, lessee, or

household member who is a victim of domestic violence, dating violence, stalking, or sexual violence if that tenant, lessee, or household member has committed the criminal activity on which the demand for possession is based.

(f) A landlord shall have the power to bar the presence of a person from the premises owned by the landlord who is not a tenant or lessee or who is not a member of the tenant's or lessee's household. A landlord bars a person from the premises by providing written notice to the tenant or lessee that the person is no longer allowed on the premises. That notice shall state that if the tenant invites the barred person onto any portion of the premises, then the landlord may treat this as a breach of the lease, whether or not this provision is contained in the lease. Subject to paragraph (4) of subsection (a), the landlord may evict the tenant.

(g) Further, a landlord may give notice to a person that the person is barred from the premises owned by the landlord. A person has received notice from the landlord within the meaning of this subsection if he has been notified personally, either orally or in writing including a valid court order as defined by subsection (7) of Section 112A-3 of the Code of Criminal Procedure of 1963 granting remedy (2) of subsection (b) of Section 112A-14 of that Code, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof. Any person entering the landlord's premises after such notice has been given shall be guilty of criminal trespass to real property as set forth in Section 21-3 of the Criminal Code of 2012. After notice has been given, an invitation to the person to enter the premises shall be void if made by a tenant, lessee, or member of the tenant's or lessee's household and shall not constitute a valid invitation to come upon the premises or a defense to a criminal trespass to real property.

(Source: P.A. 96-1188, eff. 7-22-10; 97-1150, eff. 1-25-13.)

(735 ILCS 5/9-107) (from Ch. 110, par. 9-107)

Sec. 9-107. Constructive service. If the plaintiff, his or her agent, or attorney files a forcible detainer action, with or without joinder of a claim for rent in the complaint, and is unable to obtain personal service on the defendant or unknown occupant and a summons duly issued in such action is returned without service stating that service cannot be obtained, then the plaintiff, his or her agent or attorney may file an affidavit stating that the defendant or unknown occupant is not a resident of this State, or has departed from this State, or on due inquiry cannot be found, or is concealed within this State so that process cannot be served upon him or her, and also stating the place of residence of the defendant or unknown occupant, if known, or if not known, that upon diligent inquiry the affiant has not been able to ascertain the defendant's or unknown occupant's place of residence, then in all such forcible detainer cases whether or not a claim for rent is joined with the complaint for possession, the defendant or unknown occupant may be notified by posting and mailing of notices; or by publication and mailing, as provided for in Section 2-206 of this Act. However, in cases where the

defendant or unknown occupant is notified by posting and mailing of notices or by publication and mailing, and the defendant or unknown occupant does not appear generally, the court may rule only on the portion of the complaint which seeks judgment for possession, and the court shall not enter judgment as to any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of the common expenses, however, an in rem judgment may be entered against the unit for the amount of common expenses due, any other expenses lawfully agreed upon or the amount of any unpaid fine, together with reasonable attorney fees, if any, and costs. The claim for rent may remain pending until such time as the defendant or unknown occupant appears generally or is served with summons, but the order for possession shall be final, enforceable and appealable if the court makes an express written finding that there is no just reason for delaying enforcement or appeal, as provided by Supreme Court rule of this State.

Such notice shall be in the name of the clerk of the court, be directed to the defendant or unknown occupant, shall state the nature of the cause against the defendant or unknown occupant and at whose instance issued and the time and place for trial, and shall also state that unless the defendant or unknown occupant appears at the time and place fixed for trial, judgment will be entered by default, and shall specify the character of the judgment that will be entered in such cause. The sheriff shall post 3 copies of the notice in 3 public places in the neighborhood of the court where the cause is to be tried, at least 10 days prior to the day set for the appearance, and, if the place of residence of the defendant or unknown occupant is stated in any affidavit on file, shall at the same time mail one copy of the notice addressed to such defendant or unknown occupant at such place of residence shown in such affidavit. On or before the day set for the appearance, the sheriff shall file the notice with an endorsement thereon stating the time when and places where the sheriff posted and to whom and at what address he or she mailed copies as required by this Section. For want of sufficient notice any cause may be continued from time to time until the court has jurisdiction of the defendant or unknown occupant.

(Source: P.A. 92-823, eff. 8-21-02.)

(735 ILCS 5/9-107.5)

Sec. 9-107.5. Notice to unknown occupants.

(a) Service of process upon an unknown occupant may be had by delivering a copy of the summons and complaint naming "unknown occupants" to the tenant or any unknown occupant or person of the age of 13 or upwards occupying the premises.

(b) If unknown occupants are not named in the initial summons and complaint and a judgment for possession in favor of the plaintiff is entered, but the order does not include unknown occupants and the sheriff determines when executing the judgment for possession that persons not included in the order are in possession of the premises, then the sheriff shall leave with a person of the age of 13 years or upwards occupying the premises, a copy of the order, or if no one is

present in the premises to accept the order or refuses to accept the order, then by posting a copy of the order on the premises. In addition to leaving a copy of the order or posting of the order, the sheriff shall also leave or post a notice addressed to "unknown occupants" that states unless any unknown occupants file a written petition with the clerk that sets forth the unknown occupant's legal claim for possession within 7 days of the date the notice is posted or left with any unknown occupant, the unknown occupants shall be evicted from the premises. If any unknown occupants file such a petition, a hearing on the merits of the unknown occupant's petition shall be held by the court within 7 days of the filing of the petition with the clerk. The unknown occupants shall have the burden of proof in establishing a legal right to continued possession.

(c) The plaintiff may obtain a judgment for possession only and not for rent as to any unknown occupants.

(d) Nothing in this Section may be construed so as to vest any rights to persons who are criminal trespassers, nor may this Section be construed in any way that interferes with the ability of law enforcement officials removing persons or property from the premises when there is a criminal trespass. (Source: P.A. 92-823, eff. 8-21-02.)

(735 ILCS 5/9-107.10)

Sec. 9-107.10. Military personnel in military service; action for possession.

(a) In this Section:

"Military service" means any full-time training or duty, no matter how described under federal or State law, for which a service member is ordered to report by the President, Governor of a state, commonwealth, or territory of the United States, or other appropriate military authority.

"Service member" means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, the District of Columbia, a commonwealth, or a territory of the United States.

(b) In an action for possession of residential premises of a tenant, including a tenant who is a resident of a mobile home park, who is a service member that has entered military service, or of any member of the tenant's family who resides with the tenant, if the tenant entered into the rental agreement on or after the effective date of this amendatory Act of the 94th General Assembly, the court may, on its own motion, and shall, upon motion made by or on behalf of the tenant, do either of the following if the tenant's ability to pay the agreed rent is materially affected by the tenant's military service:

(1) Stay the proceedings for a period of 90 days, unless, in the opinion of the court, justice and equity require a longer or shorter period of time.

(2) Adjust the obligation under the rental agreement to preserve the interest of all parties to it.

(c) In order to be eligible for the benefits granted to service members under this Section, a service member or a member of the service member's family who resides with the service member must provide the landlord or mobile home park

operator with a copy of the orders calling the service member to military service in excess of 29 consecutive days and of any orders further extending the period of service.

(d) If a stay is granted under this Section, the court may grant the landlord or mobile home park operator such relief as equity may require.

(e) A violation of this Section constitutes a civil rights violation under the Illinois Human Rights Act. All proceeds from the collection of any civil penalty imposed pursuant to the Illinois Human Rights Act under this subsection shall be deposited into the Illinois Military Family Relief Fund. (Source: P.A. 97-913, eff. 1-1-13.)

(735 ILCS 5/9-108) (from Ch. 110, par. 9-108)

Sec. 9-108. Jury trial. In any case relating to premises used for residence purposes, either party may demand trial by jury, notwithstanding any waiver of jury trial contained in any lease or contract. (Source: P.A. 82-280.)

(735 ILCS 5/9-109) (from Ch. 110, par. 9-109)

Sec. 9-109. Trial ex parte. If the defendant does not appear, having been duly summoned as herein provided the trial may proceed ex parte, and may be tried by the court, without a jury. (Source: P.A. 82-280.)

(735 ILCS 5/9-109.5)

Sec. 9-109.5. Standard of Proof. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff. (Source: P.A. 90-557, eff. 6-1-98.)

(735 ILCS 5/9-109.7)

Sec. 9-109.7. Stay of enforcement; drug related action. A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to Section 11 of the Controlled Substance and Cannabis Nuisance Act, may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered. (Source: P.A. 90-557, eff. 6-1-98.)

(735 ILCS 5/9-110) (from Ch. 110, par. 9-110)

Sec. 9-110. Judgment for whole premises - Stay of enforcement. If it appears on the trial that the plaintiff is entitled to the possession of the whole of the premises claimed, judgment for the possession thereof and for costs shall be entered in favor of the plaintiff. However, if the action is brought under Article IX of this Code and is based

upon a breach of a contract entered into on or after July 1, 1962 for the purchase of such premises, the court, by order, may stay the enforcement of the judgment for a period not to exceed 60 days from the date of the judgment, or if the court finds that the amount unpaid on the contract is less than 75% of the original purchase price, then the court shall stay the enforcement of the judgment for a period of 180 days from the date of the judgment. The court may order a stay of less than 180 days (but in no event less than 60 days) if it is shown that the plaintiff, prior to the filing of the action under Article IX of this Act, granted the defendant previous extensions of time to pay the amounts due under the contract, or for other good cause shown. If during such period of stay the defendant pays the entire amount then due and payable under the terms of the contract other than such portion of the principal balance due under the contract as would not be due had no default occurred and costs and, if the contract provides therefore, reasonable attorney's fees as fixed by the court, and cures all other defaults then existing, the contract shall remain in force the same as if no default had occurred. The relief granted to a defendant by this Section shall not be exhausted by a single use thereof but shall not be again available with respect to the same contract for a period of 5 years from the date of such judgment. Whenever defendant cures the default under the contract pursuant to this Section, the defendant may within the period of stay file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that such default has been cured, such judgment shall be vacated. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of such period of stay and all rights of the defendant in and to the premises and in and to the real estate described in the contract are terminated.

Nothing herein contained shall be construed as affecting the right of a seller of such premises to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

(Source: P.A. 85-907.)

(735 ILCS 5/9-111) (from Ch. 110, par. 9-111)

Sec. 9-111. Condominium property.

(a) As to property subject to the provisions of the "Condominium Property Act", approved June 20, 1963, as amended, when the action is based upon the failure of an owner of a unit therein to pay when due his or her proportionate share of the common expenses of the property, or of any other expenses lawfully agreed upon or the amount of any unpaid fine, and if the court finds that the expenses or fines are due to the plaintiff, the plaintiff shall be entitled to the possession of the whole of the premises claimed, and judgment in favor of the plaintiff shall be entered for the possession thereof and for the amount found due by the court including interest and late charges, if any, together with reasonable attorney's fees, if any, and for the plaintiff's costs. The awarding of reasonable attorney's fees shall be pursuant to

the standards set forth in subsection (b) of this Section 9-111. The court shall, by order, stay the enforcement of the judgment for possession for a period of not less than 60 days from the date of the judgment and may stay the enforcement of the judgment for a period not to exceed 180 days from such date. Any judgment for money or any rent assignment under subsection (b) of Section 9-104.2 is not subject to this stay. The judgment for possession is not subject to an exemption of homestead under Part 9 of Article XII of this Code. If at any time, either during or after the period of stay, the defendant pays such expenses found due by the court, and costs, and reasonable attorney's fees as fixed by the court, and the defendant is not in arrears on his or her share of the common expenses for the period subsequent to that covered by the judgment, the defendant may file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that the default in payment of the proportionate share of expenses has been cured, and if the court finds that the premises are not presently let by the board of managers as provided in Section 9-111.1 of this Act, the judgment shall be vacated. If the premises are being let by the board of managers as provided in Section 9-111.1 of this Act, when any judgment is sought to be vacated, the court shall vacate the judgment effective concurrent with the expiration of the lease term. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of the period of stay and all rights of the defendant to possession of his or her unit shall cease and determine until the date that the judgment may thereafter be vacated in accordance with the foregoing provisions, and notwithstanding payment of the amount of any money judgment if the unit owner or occupant is in arrears for the period after the date of entry of the judgment as provided in this Section. Nothing herein contained shall be construed as affecting the right of the board of managers, or its agents, to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

This amendatory Act of the 92nd General Assembly is intended as a clarification of existing law and not as a new enactment.

(b) For purposes of determining reasonable attorney's fees under subsection (a), the court shall consider:

- (i) the time expended by the attorney;
- (ii) the reasonableness of the hourly rate for the work performed;
- (iii) the reasonableness of the amount of time expended for the work performed; and
- (iv) the amount in controversy and the nature of the action.

(Source: P.A. 91-196, eff. 7-20-99; 92-540, eff. 6-12-02.)

(735 ILCS 5/9-111.1)

Sec. 9-111.1. Lease to bona fide tenant. Upon the entry of a judgment in favor of a board of managers for possession of property under the Condominium Property Act, as provided in Section 9-111 of this Act, and upon delivery of possession of

the premises by the sheriff or other authorized official to the board of managers pursuant to execution upon the judgment, the board of managers shall have the right and authority, incidental to the right of possession of a unit under the judgment, but not the obligation, to lease the unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay of judgment unless extended by order of court upon notice to the dispossessed unit owner. The board of managers shall first apply all rental income to assessments and other charges sued upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the unit rentable, and lastly to assessments accrued thereafter until assessments are current. Any surplus shall be remitted to the unit owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the unit rentable.

(Source: P.A. 91-357, eff. 7-29-99.)

(735 ILCS 5/9-112) (from Ch. 110, par. 9-112)

Sec. 9-112. Judgment for part of premises. If it shall appear that the plaintiff is entitled to the possession of only a part of the premises claimed, the judgment shall be entered for that part only and for costs, and for the residue defendant shall be dismissed.

(Source: P.A. 82-280.)

(735 ILCS 5/9-113) (from Ch. 110, par. 9-113)

Sec. 9-113. Joinder of several tenants. Whenever there is one lease for the whole of certain premises, and the actual possession thereof, at the time of the filing of the action, is divided in severalty among persons with, or other than the lessee, in one or more portions or parcels, separately or severally held or occupied, all or so many of such persons, with the lessee, as the plaintiff may elect, may be joined as defendants in one action, and the recovery against them, with costs, shall be several, according as their actual holdings are judicially determined.

(Source: P.A. 82-280.)

(735 ILCS 5/9-114) (from Ch. 110, par. 9-114)

Sec. 9-114. Judgment against plaintiff. If the plaintiff voluntarily dismisses the action, or fails to prove the plaintiff's right to the possession, judgment for costs shall be entered in favor of the defendant.

(Source: P.A. 82-280.)

(735 ILCS 5/9-115) (from Ch. 110, par. 9-115)

Sec. 9-115. Dismissal as to part. The plaintiff may at any time dismiss his or her action as to any one or more of the defendants, and the jury or court may find any one or more of the defendants liable, and the others not liable, and the court shall thereupon enter judgment according to such finding.

(Source: P.A. 82-280.)

(735 ILCS 5/9-116) (from Ch. 110, par. 9-116)

Sec. 9-116. Pending appeal. If the plaintiff appeals, then, during and notwithstanding the pendency of such appeal, the plaintiff is entitled to enforce, or accept from the defendant or from any person claiming under him or her, performance of all obligations imposed upon such defendant by the terms of any lease, contract, covenant or agreement under which the defendant claims the right to possession, or by law, as if such appeal has not been taken, without thereby affecting the appeal or the judgment appealed from, and without thereby creating or reinstating any tenancy or other relationship of the parties. However, if the result of the prosecution of such appeal and entry of final judgment is that the defendant was obligated to the plaintiff during the pendency thereof in a different form, manner or amount than that in which any payment or payments made under the provision of this Section was or were enforced or accepted, or in a different form, manner or amount than that adjudged in any judgment entered by any court in any other proceedings instituted by virtue of the provisions of this Section during the pendency of the appeal, such payment or payments shall be deemed to have been made to apply in the form, manner and amount resulting or arising from the prosecution of such appeal, on account of the defendant's obligation.

(Source: P.A. 82-280.)

(735 ILCS 5/9-117) (from Ch. 110, par. 9-117)

Sec. 9-117. Expiration of Judgment. No judgment for possession obtained in an action brought under this Article may be enforced more than 120 days after judgment is entered, unless upon motion by the plaintiff the court grants an extension of the period of enforcement of the judgment. Plaintiff's notice of motion shall contain the following notice directed to the defendant:

"Your landlord, (insert name), obtained an eviction judgment against you on (insert date), but the sheriff did not evict you within the 120 days that the landlord has to evict after a judgment in court. On the date stated in this notice, your landlord will be asking the court to allow the sheriff to evict you based on that judgment. You must attend the court hearing if you want the court to stop the landlord from having you evicted. To prevent the eviction, you must be able to prove that (1) the landlord and you made an agreement after the judgment (for instance, to pay up back rent or to comply with the lease) and you have lived up to the agreement; or (2) the reason the landlord brought the original eviction case has been resolved or forgiven, and the eviction the landlord now wants the court to grant is based on a new or different reason; or (3) that you have another legal or equitable reason why the court should not grant the landlord's request for your eviction."

The court shall grant the motion for the extension of the judgment of possession unless the defendant establishes that the tenancy has been reinstated, that the breach upon which

the judgment was issued has been cured or waived, that the plaintiff and defendant entered into a post-judgment agreement whose terms the defendant has performed, or that other legal or equitable grounds exist that bar enforcement of the judgment. This Section does not apply to any action based upon a breach of a contract entered into on or after July 1, 1962, for the purchase of premises in which the court has entered a stay under Section 9-110; nor shall this Section apply to any action to which the provisions of Section 9-111 apply; nor shall this Section affect the rights of Boards of Managers under Section 9-104.2.

(Source: P.A. 96-60, eff. 7-23-09.)

(735 ILCS 5/9-118) (from Ch. 110, par. 9-118)

Sec. 9-118. Emergency housing eviction proceedings.

(a) As used in this Section:

"Cannabis" has the meaning ascribed to that term in the Cannabis Control Act.

"Narcotics" and "controlled substance" have the meanings ascribed to those terms in the Illinois Controlled Substances Act.

(b) This Section applies only if all of the following conditions are met:

(1) The complaint seeks possession of premises that are owned or managed by a housing authority established under the Housing Authorities Act or privately owned and managed.

(2) The verified complaint alleges that there is direct evidence of any of the following:

(A) unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, giving away, or trafficking in cannabis, methamphetamine, narcotics, or controlled substances within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; or

(B) the possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint; or

(C) murder, attempted murder, kidnapping, attempted kidnapping, arson, attempted arson, aggravated battery, criminal sexual assault, attempted criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, or criminal sexual abuse within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint.

(3) Notice by verified complaint setting forth the relevant facts and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(b-5) In all actions brought under this Section 9-118, no predicate notice of termination or demand for possession shall

be required to initiate an eviction action.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

If a plaintiff which is a public housing authority accepts rent from the defendant after an action is initiated under this Section, the acceptance of rent shall not be a cause for dismissal of the complaint.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(d-5) If cannabis, methamphetamine, narcotics, or controlled substances are found or used anywhere in the premises, there is a rebuttable presumption either (1) that the cannabis, methamphetamine, narcotics, or controlled substances were used or possessed by a tenant or occupant or (2) that a tenant or occupant permitted the premises to be used for that use or possession, and knew or should have reasonably known that the substance was used or possessed.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(f) This Section shall not be construed to prohibit the use or possession of cannabis, methamphetamine, narcotics, or a controlled substance that has been legally obtained in accordance with a valid prescription for the personal use of a lawful occupant of a dwelling unit.
(Source: P.A. 94-556, eff. 9-11-05.)

(735 ILCS 5/9-119)

Sec. 9-119. Emergency subsidized housing eviction proceedings.

(a) As used in this Section:

"FmHA" means the Farmers Home Administration or a local housing authority administering an FmHA program.

"HUD" means the United States Department of Housing and Urban Development, or the Federal Housing Administration or a local housing authority administering a HUD program.

"Section 8 contract" means a contract with HUD or FmHA

which provides rent subsidies entered into pursuant to Section 8 of the United States Housing Act of 1937 or the Section 8 Existing Housing Program (24 C.F.R. Part 882).

"Subsidized housing" means:

(1) any housing or unit of housing subject to a Section 8 contract;

(2) any housing or unit of housing owned, operated, or managed by a housing authority established under the Housing Authorities Act; or

(3) any housing or unit of housing financed by a loan or mortgage held by the Illinois Housing Development Authority, a local housing authority, or the federal Department of Housing and Urban Development ("HUD") that is:

(i) insured or held by HUD under Section 221(d)(3) of the National Housing Act and assisted under Section 101 of the Housing and Urban Development Act of 1965 or Section 8 of the United States Housing Act of 1937;

(ii) insured or held by HUD and bears interest at a rate determined under the proviso of Section 221(d)(3) of the National Housing Act;

(iii) insured, assisted, or held by HUD under Section 202 or 236 of the National Housing Act;

(iv) insured or held by HUD under Section 514 or 515 of the Housing Act of 1949;

(v) insured or held by HUD under the United States Housing Act of 1937; or

(vi) held by HUD and formerly insured under a program listed in subdivision (i), (ii), (iii), (iv), or (v).

(b) This Section applies only if all of the following conditions are met:

(1) The verified complaint seeks possession of premises that are subsidized housing as defined under this Section.

(2) The verified complaint alleges that there is direct evidence of refusal by the tenant to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises, provided that all of the following conditions have been met:

(A) on 2 separate occasions within a 30 day period the tenant, or another person on the premises with the consent of the tenant, refuses to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises;

(B) the landlord then sends written notice to the tenant stating that (i) the tenant, or a person on the premises with the consent of the tenant, failed twice within a 30 day period to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises and (ii) the tenant must allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or

local ordinance to inspect the premises within the next 30 days or face emergency eviction proceedings under this Section;

(C) the tenant subsequently fails to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within 30 days of receiving the notice from the landlord; and

(D) the tenant's written lease states that the occurrence of the events described in items (A), (B), and (C) may result in eviction.

(3) Notice, by verified complaint setting forth the relevant facts and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(Source: P.A. 89-660, eff. 1-1-97.)

(735 ILCS 5/9-120)

Sec. 9-120. Leased premises used in furtherance of a criminal offense; lease void at option of lessor or assignee.

(a) If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or

her term. A written lease shall notify the lessee that if any lessee or occupant, on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of this State, the lessor shall have the right to void the lease and recover the leased premises. Failure to include this language in a written lease or the use of an oral lease shall not waive or impair the rights of the lessor or lessor's assignee under this Section or the lease. This Section shall not be construed so as to diminish the rights of a lessor, if any, to terminate a lease for other reasons permitted under law or pursuant to the lease agreement.

(b) The owner or lessor may bring a forcible entry and detainer action, or, if the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located agrees, assign to that State's Attorney or corporation counsel the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located or the corporation counsel of the municipality in which the real property is located, as applicable. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(c) A person does not forfeit any part of his or her security deposit due solely to an eviction under the provisions of this Section, except that a security deposit may be used to pay fees charged by the sheriff for carrying out an eviction.

(d) If a lessor or the lessor's assignee voids a lease or contract under the provisions of this Section and the tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or lessor's assignee may seek relief under this Article IX. Notwithstanding Sections 9-112, 9-113, and 9-114 of this Code, judgment for costs against a plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith when the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency, the State's Attorney, or the municipality.

(e) After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(f) A judgment for possession of the premises entered in

an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

(g) Nothing in this Section shall limit the rights of an owner or lessor to bring a forcible entry and detainer action on the basis of other applicable law.

(Source: P.A. 97-236, eff. 8-2-11.)

(735 ILCS 5/9-121)

Sec. 9-121. Sealing of court file.

(a) Definition. As used in this Section, "court file" means the court file created when a forcible entry and detainer action is filed with the court.

(b) Discretionary sealing of court file. The court may order that a court file in a forcible entry and detainer action be placed under seal if the court finds that the plaintiff's action is sufficiently without a basis in fact or law, which may include a lack of jurisdiction, that placing the court file under seal is clearly in the interests of justice, and that those interests are not outweighed by the public's interest in knowing about the record.

(c) Mandatory sealing of court file. The court file relating to a forcible entry and detainer action brought against a tenant under Section 9-207.5 of this Code or as set forth in subdivision (h)(6) of Section 15-1701 of this Code shall be placed under seal.

(Source: P.A. 98-514, eff. 11-19-13.)

(735 ILCS 5/Art. IX Pt. 2 heading)

Part 2. Recovery of Rent;

Termination of Certain Tenancies

(735 ILCS 5/9-201) (from Ch. 110, par. 9-201)

Sec. 9-201. Recovery of rent. The owner of lands, his or her executors or administrators, may sue for and recover rent therefore, or a fair and reasonable satisfaction for the use and occupation thereof, by a civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.

2. When lands are held and occupied by any person without any special agreement for rent.

3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or non-compliance with the agreement, and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made

by the vendee, or his or her representatives or assigns, may be set off against such rent.

4. When land has been sold upon a judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor, or person holding under him or her wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

(Source: P.A. 83-707.)

(735 ILCS 5/9-202) (from Ch. 110, par. 9-202)

Sec. 9-202. Willfully holding over. If any tenant or any person who is in or comes into possession of any lands, tenements or hereditaments, by, from or under, or by collusion with the tenant, willfully holds over any lands, tenements or hereditaments, after the expiration of his or her term or terms, and after demand made in writing, for the possession thereof, by his or her landlord, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, the person so holding over, shall, for the time the landlord or rightful owner is so kept out of possession, pay to the person so kept out of possession, or his or her legal representatives, at the rate of double the yearly value of the lands, tenements or hereditaments so detained to be recovered by a civil action.

(Source: P.A. 83-707.)

(735 ILCS 5/9-203) (from Ch. 110, par. 9-203)

Sec. 9-203. Holding over after notice. If any tenant gives notice of his or her intention to quit the premises which are held by him or her, at a time mentioned in such notice, at which time the tenant would have a right to quit by the lease, and does not accordingly deliver up possession thereof, such tenant shall pay to the landlord or lessor double the rent or sum which would otherwise be due, to be collected in the same manner as the rent otherwise due should have been collected.

(Source: P.A. 82-783.)

(735 ILCS 5/9-204) (from Ch. 110, par. 9-204)

Sec. 9-204. Rent in arrears - Re-entry. In all cases between landlord and tenant, where one-half year's rent is in arrears and unpaid, and the landlord or lessor to whom such rent is due has the right by law to re-enter for non-payment thereof, such landlord or lessor may, without any formal demand or re-entry, commence an action of ejectment for the recovery of the demised premises. In case judgment is entered in favor of the plaintiff in the action of ejectment before the rent in arrearage and costs of the action are paid, then the lease of the lands shall cease and be determined, unless the lessee shall by appeal reverse the judgment, or by petition filed within 6 months after the entry of such judgment, obtain relief from the same. However, any tenant may, at any time before final judgment on the ejectment, pay

or tender to the landlord or lessor of the premises the amount of rent in arrears and costs of the action, whereupon the action of ejectment shall be dismissed.
(Source: P.A. 82-280.)

(735 ILCS 5/9-205) (from Ch. 110, par. 9-205)

Sec. 9-205. Notice to terminate tenancy from year to year. Except as provided in Section 9-206 and Section 9-207.5 of this Act, in all cases of tenancy from year to year, 60 days' notice, in writing, shall be sufficient to terminate the tenancy at the end of the year. The notice may be given at any time within 4 months preceding the last 60 days of the year.
(Source: P.A. 98-514, eff. 11-19-13.)

(735 ILCS 5/9-206) (from Ch. 110, par. 9-206)

Sec. 9-206. Notice to terminate tenancy of farm land. Subject to the provisions of Section 16 of the Landlord and Tenant Act, in order to terminate tenancies from year to year of farm lands, occupied on a crop share, livestock share, cash rent or other rental basis, the notice to quit shall be given in writing not less than 4 months prior to the end of the year of letting. Such notice may not be waived in a verbal lease. The notice to quit may be substantially in the following form:

To A.B.: You are hereby notified that I have elected to terminate your lease of the farm premises now occupied by you, being (here describe the premises) and you are hereby further notified to quit and deliver up possession of the same to me at the end of the lease year, the last day of such year being (here insert the last day of the lease year).

(Source: P.A. 97-913, eff. 1-1-13.)

(735 ILCS 5/9-206.1)

Sec. 9-206.1. Life tenancy termination; farmland leases.

(a) Tenancies from year to year of farmland occupied on a crop share, livestock share, cash rent, or other rental basis in which the lessor is the life tenant or the representative of the life tenant shall continue until the end of the current lease year in which the life tenant's interest terminates unless otherwise provided in writing by the lessor and the lessee.

(b) Whenever the life tenancy of the lessor terminates not more than 6 months before the end of the tenancy of the lessee but before the beginning of the next crop year, the lessee of the farmlands is entitled to reasonable costs incurred in field preparation for the next crop year, payable by the succeeding life tenant or remainder man.

As used in this Section "farmland" means any property used primarily for the growing and harvesting of crops; the feeding, breeding and management of livestock; dairying, or any other agricultural or horticultural use or combination thereof, including, but not limited to, hay, grain, fruit, truck or vegetable crops, floriculture, mushroom growing, plant or tree nurseries, orchards, forestry, sod farming and greenhouses; the keeping, raising and feeding of livestock or poultry, including poultry, swine, sheep, beef cattle, ponies or horses; dairy farming; fur farming; beekeeping; or fish or wildlife farming.

(Source: P.A. 89-549, eff. 1-1-97.)

(735 ILCS 5/9-207) (from Ch. 110, par. 9-207)

Sec. 9-207. Notice to terminate tenancy for less than a year.

(a) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

(b) Except as provided in Section 9-207.5 of this Code, in all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

(Source: P.A. 98-514, eff. 11-19-13.)

(735 ILCS 5/9-207.5)

Sec. 9-207.5. Termination of bona fide leases in residential real estate in foreclosure.

(a) A mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale under Section 15-1507 of this Code, who assumes control of the residential real estate in foreclosure, as defined in Section 15-1225 of this Code, may terminate a bona fide lease, as defined in Section 15-1224 of this Code, only: (i) at the end of the term of the bona fide lease, by no less than 90 days' written notice or (ii) in the case of a bona fide lease that is for a month-to-month or week-to-week term, by no less than 90 days' written notice.

(b) Notwithstanding the provisions of subsection (a) of this Section, an individual who assumes control of residential real estate in foreclosure pursuant to a judicial sale and who will occupy a dwelling unit of the residential real estate in foreclosure as his or her primary residence may terminate the bona fide lease for the dwelling unit subject to the 90-day notice requirement of subsection (a) of this Section.

(c) Nothing in this Section or Section 15-1224 of this Code shall abrogate the rights of a mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale, who assumes control of the residential real estate in foreclosure to terminate a bona fide lease of a dwelling unit in residential real estate in foreclosure under Section 9-118, 9-119, 9-120, 9-201, 9-202, 9-203, 9-204, 9-209, or 9-210 of this Code.

(Source: P.A. 98-514, eff. 11-19-13.)

(735 ILCS 5/9-208) (from Ch. 110, par. 9-208)

Sec. 9-208. Further demand. Where a tenancy is terminated by notice, under either of the 2 preceding sections, no further demand is necessary before bringing an action under the statute in relation to forcible detainer or ejectment.

(Source: P.A. 83-707.)

(735 ILCS 5/9-209) (from Ch. 110, par. 9-209)

Sec. 9-209. Demand for rent - Action for possession. A landlord or his or her agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than 5 days after service thereof, the lease will be terminated. If the tenant does not within the time mentioned in such notice, pay the rent due, the landlord may consider the lease ended, and sue for the possession under the statute in relation to forcible entry and detainer, or maintain ejectment without further notice or demand. A claim for rent may be joined in the complaint, including a request for the pro rata amount of rent due for any period that a judgment is stayed, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an action of forcible entry and detainer for the possession of the leased premises, under this Section.

Notice made pursuant to this Section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for possession or ejectment pursuant to failure of the tenant to pay the rent demanded in the notice shall not invalidate the suit.

(Source: P.A. 97-247, eff. 1-1-12.)

(735 ILCS 5/9-210) (from Ch. 110, par. 9-210)

Sec. 9-210. Notice to quit. When default is made in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To A.B.: You are hereby notified that in consequence of your default in (here insert the character of the default) of the premises now occupied by you, being, etc., (here describe the premises) I have elected to terminate your lease, and you are hereby notified to quit and deliver up possession of the same to me within 10 days of this date (dated, etc.)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or termination of such tenancy is necessary.

(Source: P.A. 82-280.)

(735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

Sec. 9-211. Service of demand or notice. Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or

upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises.
(Source: P.A. 83-355.)

(735 ILCS 5/9-212) (from Ch. 110, par. 9-212)

Sec. 9-212. Evidence of service. When such demand is made or notice served by an officer authorized to serve process, the officer's return is prima facie evidence of the facts therein stated, and if such demand is made or notice served by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated.
(Source: P.A. 82-280.)

(735 ILCS 5/9-213) (from Ch. 110, par. 9-213)

Sec. 9-213. Expiration of term. When the tenancy is for a certain period, and the term expires by the terms of the lease, the tenant is then bound to surrender possession and no notice to quit or demand of possession is necessary.
(Source: P.A. 82-280.)

(735 ILCS 5/9-213.1) (from Ch. 110, par. 9-213.1)

Sec. 9-213.1. Duty of landlord to mitigate damages. After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.
(Source: P.A. 84-1043.)

(735 ILCS 5/9-214) (from Ch. 110, par. 9-214)

Sec. 9-214. Lease defined. The term "lease," as used in Part 2 of Article IX of this Act, includes every letting, whether by verbal or written agreement.
(Source: P.A. 82-280.)

(735 ILCS 5/9-215) (from Ch. 110, par. 9-215)

Sec. 9-215. Remedies available to grantee. The grantees of any leased lands, tenements, rents or other hereditaments, or of the reversion thereof, the assignees of the lessor of any lease, and the heirs, legatees and personal representatives of the lessor, grantee or assignee, shall have the same remedies by action or otherwise, for the non-performance of any agreement in the lease, or for the recovery of any rent, or for the doing of any waste or other cause of forfeiture, as their grantor or lessor might have had if such reversion had remained in such lessor or grantor.
(Source: P.A. 83-707.)

(735 ILCS 5/9-216) (from Ch. 110, par. 9-216)

Sec. 9-216. Remedies available to lessee. The lessees of any lands, their assigns or personal representatives, shall have the same remedy, by action or otherwise, against the lessor, his or her grantees, assignees or his, her or their representatives, for the breach of any agreement in such lease, as such lessee might have had against his or her

immediate lessor. This section shall have no application to the covenants against encumbrances, or relating to the title or possession of the premises demised.
(Source: P.A. 82-280.)

(735 ILCS 5/9-217) (from Ch. 110, par. 9-217)

Sec. 9-217. Rent recoverable by representative, from subtenant. When a tenant for life demises any lands and dies on or after the day when any rent becomes due and payable, his or her executor or administrator may recover from the subtenant the whole rent due, but if such tenant for life dies, before the day when any rent is to become due, his or her executor or administrator may recover the proportion of rent which accrued before his or her death, and the remainder man shall recover for the residue.
(Source: P.A. 82-280.)

(735 ILCS 5/9-218)

Sec. 9-218. Rent payments at business office.

(a) If the lessor, or agent of the lessor, of residential real property, containing 100 or more residential units in either a single building or a complex of buildings, maintains a business office on the premises of the building or complex that has regularly scheduled office hours, then the lessor, or agent of the lessor, must accept rent payments from a lessee of any of those residential units at that business office during the regularly scheduled office hours and the lessor may not impose any penalty, fee, or charge for making rent payments in this manner that are otherwise considered timely under the lease, but the landlord may refuse to accept payment by cash when rent payments are made in this manner.

(b) This Section applies to each lease and other rental agreement in effect on the effective date of this amendatory Act of the 94th General Assembly unless there is specific language in that lease or other rental agreement that conflicts with the provisions of this Section. If any provision of a lease or other rental agreement entered into, extended, or renewed on or after the effective date of this amendatory Act of the 94th General Assembly conflicts with the provisions of this Section, then that provision of the lease or other rental agreement is void and unenforceable.
(Source: P.A. 94-2, eff. 5-31-05.)

(735 ILCS 5/Art. IX Pt. 3 heading)

Part 3. Distress for Rent

(735 ILCS 5/9-301) (from Ch. 110, par. 9-301)

Sec. 9-301. Property subject to distraint. In all cases of distress for rent, the landlord, by himself or herself, his or her agent or attorney, may seize for rent any personal property of his or her tenant that may be found in the county where such tenant resides, and in no case shall the property of any other person, although the same may be found on the premises, be liable to seizure for rent due from such tenant.
(Source: P.A. 82-280.)

(735 ILCS 5/9-302) (from Ch. 110, par. 9-302)

Sec. 9-302. Filing of distress warrant with inventory. The person making such distress shall immediately file with the clerk of the circuit court a copy of the distress warrant, together with an inventory of the property levied upon.
(Source: P.A. 82-280.)

(735 ILCS 5/9-303) (from Ch. 110, par. 9-303)

Sec. 9-303. Summons and return. Upon the filing of such copy of distress warrant and inventory, the clerk shall issue a summons against the party against whom the distress warrant has been issued, returnable as summons in other civil cases.
(Source: P.A. 82-280.)

(735 ILCS 5/9-304) (from Ch. 110, par. 9-304)

Sec. 9-304. Notice to non-residents. When it appears, by affidavit filed in the court where such proceeding is pending, that the defendant is a nonresident or has departed from this state, or on due inquiry cannot be found, or is concealed within this state, and the affiant states the place of residence of the defendant, if known, and if not known, that upon diligent inquiry he or she has not been able to ascertain the same, notice may be given as in attachment cases.
(Source: P.A. 82-280.)

(735 ILCS 5/9-305) (from Ch. 110, par. 9-305)

Sec. 9-305. Proceedings - Pleading. The action shall thereafter proceed in the same manner as in case of attachment before the court. It shall not be necessary for the plaintiff in any case to file a complaint, but the distress warrant shall stand as a complaint and shall be amendable, as complaints in other civil cases, but no such amendment shall in any way affect any liabilities that have accrued in the execution of such warrant.
(Source: P.A. 82-280.)

(735 ILCS 5/9-306) (from Ch. 110, par. 9-306)

Sec. 9-306. Counterclaim - Defenses. The defendant may file a counterclaim as in other civil actions or other defense which would have been proper if the action had been for the rent, and with like effect.
(Source: P.A. 82-280.)

(735 ILCS 5/9-307) (from Ch. 110, par. 9-307)

Sec. 9-307. Judgment for plaintiff. If the plaintiff recovers, judgment shall be entered in favor of plaintiff, for the amount which the court finds to be due the plaintiff.
(Source: P.A. 82-280.)

(735 ILCS 5/9-308) (from Ch. 110, par. 9-308)

Sec. 9-308. Effect of judgment against defendant. After the defendant is served with process or appears in the action, the judgment shall have the same force and effect as if served by summons, and the judgment may be enforced, not only against the property distrained, but also against the other property of the defendant. But the property distrained, if the same has not been replevied or released from seizure, shall be first

sold.

(Source: P.A. 82-280.)

(735 ILCS 5/9-309) (from Ch. 110, par. 9-309)

Sec. 9-309. Judgment by default. When publication of notice, as provided by law, but the defendant is not served with process and does not appear, judgment by default may be entered, and the plaintiff may recover the amount due him or her for rent at the time of issuing the distress warrant, and enforcement may be had against the property distrained, but no enforcement may be had against any other property of the defendant.

(Source: P.A. 82-280.)

(735 ILCS 5/9-310) (from Ch. 110, par. 9-310)

Sec. 9-310. Judgment in favor of defendant - Counterclaim. If the judgment is in favor of the defendant, the defendant shall recover costs and judgment shall be entered for the return to the defendant of the property distrained, unless the same has been replevied or released from such distress. If a counterclaim is interposed, and it is determined by the court that a balance is due from the plaintiff to the defendant, judgment shall be entered in favor of the defendant.

(Source: P.A. 82-280.)

(735 ILCS 5/9-311) (from Ch. 110, par. 9-311)

Sec. 9-311. Bond for release of property. When any distress warrant is levied, the person whose property is distrained, may release the same by entering into bond in double the amount of the rent claimed, payable to the landlord, with sufficient sureties, to be approved by the person making the levy, if the bond is tendered before the filing of a copy of the warrant, as provided in Part 3 of Article IX of this Act, or if after, by the clerk of the court in which the action is pending, conditioned to pay whatever judgment the landlord may recover in the action, with costs of the action. If the bond is taken before the filing of a copy of the distress warrant, such bond shall be filed therewith, and if taken after the filing of a copy of the distress warrant, it shall be filed in the office of the clerk of the court where the action is pending.

(Source: P.A. 83-707.)

(735 ILCS 5/9-312) (from Ch. 110, par. 9-312)

Sec. 9-312. Perishable property. If any property distrained is of a perishable nature and in danger of immediate waste or decay, and is not replevied or bonded, the landlord or his or her agent or attorney may, upon giving notice to the defendant or his or her attorney, or if neither can be found, without any notice, apply to the court in which the action is pending describing the property, and showing that it is so in danger, and if the court is satisfied that the property is of a perishable nature and in danger of immediate waste or decay, and if the defendant or his or her attorney is not served with notice, or does not appear, that neither the defendant nor the attorney can be found, the court may enter an order to the person having possession of the

property, directing the sale thereof upon such time and notice, terms and conditions as the court shall deem for the best interests of the parties concerned. The money resulting from such sale shall be deposited with the clerk of the court in which the action is pending, there to abide the event of the action.

(Source: P.A. 82-280.)

(735 ILCS 5/9-313) (from Ch. 110, par. 9-313)

Sec. 9-313. Limitation. The right of the landlord to distrain the personal goods of the tenant shall continue for the period of 6 months after the expiration of the term for which the premises were demised or the tenancy is terminated.

(Source: P.A. 82-280.)

(735 ILCS 5/9-314) (from Ch. 110, par. 9-314)

Sec. 9-314. Distress for products and labor. When the rent is payable wholly or in part in specific articles of property or products of the premises, or labor, the landlord may distrain for the value of such articles, products or labor.

(Source: P.A. 82-280.)

(735 ILCS 5/9-315) (from Ch. 110, par. 9-315)

Sec. 9-315. Exemption. The same articles of personal property which are, by law, exempt from the enforcement of a judgment thereon, except the crops grown or growing upon the demised premises, shall also be exempt from distress for rent.

(Source: P.A. 83-707.)

(735 ILCS 5/9-316) (from Ch. 110, par. 9-316)

Sec. 9-316. Lien upon crops. Every landlord shall have a lien upon the crops grown or growing upon the demised premises for the rent thereof, whether the same is payable wholly or in part in money or specific articles of property or products of the premises, or labor, and also for the faithful performance of the terms of the lease. Such lien shall continue for the period of 6 months after the expiration of the term for which the premises are demised, and may be enforced by distraint as provided in Part 3 of Article IX of this Act.

A good faith purchaser shall, however, take such crops free of any landlord's lien unless, within 6 months prior to the purchase, the landlord provides written notice of his lien to the purchaser by registered or certified mail. Such notice shall contain the names and addresses of the landlord and tenant, and clearly identify the leased property.

A landlord may require that, prior to his tenant's selling any crops grown on the demised premises, the tenant disclose the name of the person to whom the tenant intends to sell those crops. Where such a requirement has been imposed, the tenant shall not sell the crops to any person other than a person who has been disclosed to the landlord as a potential buyer of the crops.

A lien arising under this Section shall have priority over any agricultural lien as defined in, and over any security interest arising under, provisions of Article 9 of the Uniform Commercial Code.

(Source: P.A. 91-893, eff. 7-1-01; 92-819, eff. 8-21-02.)

(735 ILCS 5/9-316.1) (from Ch. 110, par. 9-316.1)

Sec. 9-316.1. Tenant's duty to disclose to landlord identity of vendee of crops.

(a) Where, pursuant to Section 9-316, a landlord has required that, before the tenant sells crops grown on the demised premises, the tenant disclose to the landlord the persons to whom the tenant intends to sell such crops, it is unlawful for the tenant to sell the crops to a person other than a person so disclosed to the landlord.

(b) An individual who knowingly violates this Section is guilty of a Class A misdemeanor.

(c) A corporation convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$2000 or more than \$10,000.

(d) In the event the tenant is a corporation or a partnership, any officer, director, manager or managerial agent of the tenant who violates this Section or causes the tenant to violate this Section is guilty of a Class A misdemeanor.

(e) It is an affirmative defense to a prosecution for the violation of this Section that the tenant has paid to the landlord the proceeds from the sale of the crops within 10 days after such sale.

(Source: P.A. 84-1043.)

(735 ILCS 5/9-317) (from Ch. 110, par. 9-317)

Sec. 9-317. Landlord's right against sublessee. In all cases when the leased premises are sublet, or the lease is assigned, the landlord shall have the same right to enforce his or her lien against the sublessee or assignee that the landlord has against the tenant to whom the premises were leased.

(Source: P.A. 82-280.)

(735 ILCS 5/9-318) (from Ch. 110, par. 9-318)

Sec. 9-318. Abandonment of premises. When a tenant abandons or removes from the premises or any part thereof, the landlord or his or her agent or attorney may seize upon any grain or other crops grown or growing upon the premises or part thereof so abandoned, whether the rent is due or not. If such grain or other crops or any part thereof is not fully grown or matured, the landlord or his or her agent or attorney shall cause the same to be properly cultivated and harvested or gathered, and may sell and dispose of the same, and apply the proceeds, so far as may be necessary, to compensate for his or her labor and expenses, and to pay the rent. The tenant may, at any time before the sale of the property so seized, redeem the same by tendering the rent due and the reasonable compensation and expenses of the cultivation and harvesting or gathering the same, or the tenant may replevy the property seized.

(Source: P.A. 82-280.)

(735 ILCS 5/9-319) (from Ch. 110, par. 9-319)

Sec. 9-319. Removal of fixture. Subject to the right of the landlord to distrain for rent, a tenant has the right to

remove from the leased premises all removable fixtures erected thereon by him or her during the term of the lease, or of any renewal thereof, or of any successive leasing of the premises while the tenant remains in possession in the character of a tenant.

(Source: P.A. 82-280.)

(735 ILCS 5/9-320) (from Ch. 110, par. 9-320)

Sec. 9-320. Notice by nonresident owner. (a) An owner of residential real property containing more than 4 living units, who does not reside or maintain an office therein and does not employ a manager or agent who resides or maintains an office therein, shall:

(1) post or cause to be posted on such residential real property adjacent to the mailboxes or within the interior of such residential real property in a location visible to all the residents, a notice of not less than 20 square inches in size bearing:

(i) the name, address and telephone number of the person responsible for managing the building; and

(ii) the name, address and telephone number of the company or companies insuring such residential real property against loss or damage by fire or explosion or if the residential real property is not insured, that shall be stated in the notice; and

(2) within 24 hours from the time such owner is notified that any company or companies insuring such residential real property against loss or damage by fire or explosion has cancelled such insurance, post or cause to be posted in the manner provided in subparagraph (1) notice of such cancellation.

(b) In lieu of the requirement for posting the notices prescribed in subsection (a) of this Section and the owner's managing agent may include such notice in a written rental or lease agreement or may give such notice by first class mail addressed to the lessee or renter.

(c) Failure to give any notice required by this Section is a petty offense and shall subject the owner to pay a fine of not more than \$100 per day of violation.

(Source: P.A. 83-707.)

(735 ILCS 5/9-321) (from Ch. 110, par. 9-321)

Sec. 9-321. Distress before rent due. If any tenant shall, without the consent of his or her landlord, sell and remove, or permit to be removed, or be about to sell and remove, or permit to be removed, from the demised premises, such part or portion of the crops raised thereon, as shall endanger the lien of the landlord upon such crops for the rent agreed to be paid, it is lawful for the landlord to institute proceedings by distress before the rent is due, as is now provided by law, in case of the removal of the tenant from the demised premises; and thereafter the proceedings shall be conducted in the same manner as is now provided by law in ordinary cases of distress, where the rent is due and unpaid.

(Source: P.A. 82-280.)

CIVIL LIABILITIES

CHAPTER 740

ILLINOIS COMPILED STATUTES

40/0.01

CONTROLLED SUBSTANCE AND CANNABIS
NUISANCE ACT

CIVIL LIABILITIES

(740 ILCS 40/) Controlled Substance and Cannabis Nuisance Act.

(740 ILCS 40/0.01) (from Ch. 100 1/2, par. 13.9)

Sec. 0.01. Short title. This Act may be cited as the Controlled Substance and Cannabis Nuisance Act.

(Source: P.A. 86-1324.)

(740 ILCS 40/1) (from Ch. 100 1/2, par. 14)

Sec. 1. As used in this Act unless the context otherwise requires:

"Department" means the Department of State Police of the State of Illinois.

"Controlled Substances" means any substance as defined and included in the Schedules of Article II of the "Illinois Controlled Substances Act," and cannabis as defined in the "Cannabis Control Act" enacted by the 77th General Assembly.

"Place" means any store, shop, warehouse, dwelling house, building, apartment or any place whatever.

"Nuisance" means any place at which or in which controlled substances are unlawfully sold, possessed, served, stored, delivered, manufactured, cultivated, given away or used more than once within a period of one year.

"Person" means any corporation, association, partner, or one or more individuals.

(Source: P.A. 87-765.)

(740 ILCS 40/2) (from Ch. 100 1/2, par. 15)

Sec. 2. All places and the fixtures and movable contents thereof, used for the purpose of unlawfully selling, possessing, serving, storing, delivering, manufacturing, cultivating, giving away or using controlled substances are hereby declared to be nuisances and may be abated as hereinafter provided and the owners, agents, occupants of and any other person using any such place may be enjoined as hereinafter provided.

(Source: P.A. 87-765.)

(740 ILCS 40/3) (from Ch. 100 1/2, par. 16)

Sec. 3. (a) The Department or the State's Attorney or any citizen of the county in which a nuisance exists may file a complaint in the name of the People of the State of Illinois, to enjoin all persons from maintaining or permitting such nuisance, to abate the same and to enjoin the use of any such place for the period of one year.

(b) Upon the filing of a complaint by the State's Attorney or the Department in which the complaint states that irreparable injury, loss or damage will result to the People of the State of Illinois, the court shall enter a temporary restraining order without notice enjoining the maintenance of such nuisance, upon testimony under oath, affidavit, or verified complaint containing facts sufficient, if sustained, to justify the court in entering a preliminary injunction upon a hearing after notice. Every such temporary restraining order entered without notice shall be endorsed with the date and

hour of entry of the order, shall be filed of record, and shall expire by its terms within such time after entry, not to exceed 10 days as fixed by the court, unless the temporary restraining order, for good cause is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period. The reason for extension shall be shown in the order. In case a temporary restraining order is entered without notice, the motion for a permanent injunction shall be set down for hearing at the earliest possible time and takes precedence over all matters except older matters of the same character, and when the motion comes on for hearing, the Department or State's Attorney, as the case may be, shall proceed with the application for a permanent injunction, and, if he does not do so, the court shall dissolve the temporary restraining order. On 2 days notice to the Department or State's Attorney, as the case may be, the defendant may appear and move the dissolution or modification of such temporary restraining order and in that event the court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(c) Upon the filing of the complaint by a citizen or the Department or the State's Attorney (in cases in which the Department or State's Attorney do not request injunctive relief without notice) in the circuit court, the court, if satisfied that the nuisance complained of exists, shall allow a temporary restraining order, with bond unless the application is filed by the Department or State's Attorney, in such amount as the court may determine, enjoining the defendant from maintaining any such nuisance within the jurisdiction of the court granting the injunctive relief. However, no such injunctive relief shall be granted, except on behalf of an owner or agent, unless it be made to appear to the satisfaction of the court that the owner or agent of such place, knew or had been personally served with a notice signed by the plaintiff and, that such notice has been served upon such owner or such agent of such place at least 5 days prior thereto, that such place, specifically describing the same, was being so used, naming the date or dates of its being so used, and that such owner or agent had failed to abate such nuisance, or that upon diligent inquiry such owner or agent could not be found for the service of such preliminary notice. The lessee, if any, of such place shall be made a party defendant to such petition. If the property owner is a corporation and the Department or the State's Attorney sends the preliminary notice to the corporate address registered with the Secretary of State, such action shall create a rebuttable presumption that the parties have acted with due diligence and the court may grant injunctive relief.

(d) In all cases in which the complaint is filed by a citizen, such complaint shall be verified.
(Source: P.A. 95-503, eff. 1-1-08.)

(740 ILCS 40/3.1) (from Ch. 100 1/2, par. 16.1)

Sec. 3.1. Before the filing of a complaint under paragraph (c) of Section 3 of this Act, the State's Attorney shall, by personal service or by certified mail, provide to the owner of the place at which the nuisance is located, or the agent of

the owner, written notice of the following:

(1) That a nuisance, as defined in this Act, exists at the place specified in the notice;

(2) That the owner of the place or his or her agent has 14 days from the mailing of the notice or 7 days from personal service of the notice to appear at the State's Attorney's Office at the address provided in the notice to arrange to take action to abate the nuisance; and

(3) That failure to appear at the State's Attorney's Office within the time indicated may result in the State's Attorney filing a complaint to enjoin the use of the owner's property for a period of one year.

If the owner of the place or his or her agent does not appear at the State's Attorney's Office as requested within the time periods prescribed above, the State's Attorney may file a complaint under Section 3 of this Act. If the owner or his or her agent appears before the State's Attorney in the time prescribed, the owner or his or her agent may agree to comply with reasonable recommendations requested by the State's Attorney designed to abate the nuisance. If the owner or his or her agent does not affirmatively agree to follow the State's Attorney's recommendations, the State's Attorney may file a complaint under Section 3 of this Act. If the owner or his or her agent agrees to follow the State's Attorney's recommendations but subsequently fails to comply with those recommendations within 60 days of the owner's or his or her agent's appearance before the State's Attorney, the State's Attorney may proceed to file a complaint under Section 3 of this Act, except that in cases in which the prompt failure to file a complaint would not result in irreparable harm, loss, or damage, the State's Attorney shall, before the filing of the complaint, provide the owner of the place or his or her agent with written notification by personal service or by certified mail sent to the last known address of the owner or agent that he or she has failed to satisfactorily comply with the requested recommendations and that the State's Attorney intends to file a suit under Section 3 of this Act to abate the nuisance.

(Source: P.A. 92-55, eff. 7-12-01; 92-59, eff. 7-12-01.)

(740 ILCS 40/4) (from Ch. 100 1/2, par. 17)

Sec. 4. The defendant shall be held to answer the allegations of the complaint as in other civil proceedings. At all hearings upon the merits, evidence of the general reputation of such place, of the inmates thereof, and of those resorting thereto, shall be admissible for the purpose of proving the existence of such nuisance. If the complaint is filed upon the relation of a citizen, the proceeding shall not be dismissed for want of prosecution, nor upon motion of such realtor, unless there is filed with such motion a sworn statement made by such realtor and his attorney, setting forth the reasons therefore, and unless such dismissal is approved by the State's Attorney in writing or in open court. If the court is of the opinion that such proceeding ought not to be dismissed, the court may overrule such motion and may enter an order directing the State's Attorney to prosecute such cause to final determination. The cause shall be heard immediately

upon issue being joined, and if the hearing is continued the court may permit any citizen of the county consenting thereto to be substituted for the original realtor. If any such complaint is filed upon the relation of a citizen, and the court find that there was no reasonable ground or cause for filing the same, the costs may be taxed against such realtor. (Source: Laws 1965, p. 3637.)

(740 ILCS 40/5) (from Ch. 100 1/2, par. 18)

Sec. 5. The plaintiff at any time before, but not later than 10 days after, the filing of the answer, unless further time be granted by the court, may file interrogatories in writing concerning matters material to the allegations of the complaint or respecting the ownership of the property upon which it is claimed the nuisance is maintained. A full answer to each interrogatory under the oath of the defendant shall be filed with the clerk within 10 days after a copy of the interrogatories has been served upon him. For a failure to so answer interrogatories the court may strike the answer to the complaint from the files and enter an order of default and final judgment, and a rule to answer interrogatories may be entered and the court may punish a defendant for contempt of court for a refusal to obey such rule. No person shall be excused from answering interrogatories under oath on the ground that an answer may tend to incriminate him or subject him to a penalty or forfeiture. The answer shall be evidence against, but not on behalf of, the defendant and it and evidence derived from it shall not be used against him in any criminal proceeding other than as rebuttal evidence to testimony given by the defendant or in a case for perjury. (Source: P.A. 87-765.)

(740 ILCS 40/6) (from Ch. 100 1/2, par. 19)

Sec. 6. If the existence of the nuisance is established, the court shall enter a judgment perpetually restraining all persons from maintaining or permitting such nuisance, and from using the place in which the same is maintained for any purpose, except a purpose that the court designates, for a period of one year thereafter, unless such judgment is sooner vacated, as hereinafter provided, and perpetually restraining the defendant from maintaining any such nuisance within the jurisdiction of the court. No injunction shall be entered against an owner, nor shall an order be entered that any place be closed or kept closed, if it appears that the owner or his or her agent has in good faith endeavored to prevent the nuisance or did not have knowledge of the nuisance. An owner or agent who has complied with the recommendations requested by the State's Attorney under Section 3.1 of this Act shall be deemed to have endeavored in good faith to prevent the nuisance. While the judgment remains in effect, such place shall be in the custody of the court. An order of abatement shall also be entered as a part of such judgment, which order shall direct the sheriff of the county to remove from such place all fixtures and movable property used in conducting or aiding or abetting such nuisance, and to sell the same in the manner provided by law for the sale of chattels in the enforcement of a judgment for the payment of money, and to

close such place against its use for any purpose, except a purpose that the court designates, and to keep it closed for a period of one year unless sooner released as hereinafter provided. The sheriff's fees for removing and selling the movable property shall be taxed as a part of the costs, and shall be the same as those for levying upon and selling like property in the enforcement of a judgment for the payment of money. For closing the place and keeping it closed, the court shall allow a reasonable fee to be taxed as part of the costs. Nothing in this Act contained shall authorize any relief respecting any other place than that named in the complaint. (Source: P.A. 87-765.)

(740 ILCS 40/7) (from Ch. 100 1/2, par. 20)

Sec. 7. The proceeds of the sale of the movable property shall be applied in payment of the costs of the proceeding, and the balance, if any, shall be forwarded by the clerk of the circuit court to the State Treasurer for deposit into the Drug Treatment Fund, which is established as a special fund within the State Treasury. The Department of Human Services may make grants to persons licensed under Section 15-10 of the Alcoholism and Other Drug Abuse and Dependency Act or to municipalities or counties from funds appropriated to the Department from the Drug Treatment Fund for the treatment of persons addicted to alcohol, cannabis, or controlled substances. The Department may adopt any rules it deems appropriate for the administration of these grants. The Department shall ensure that the moneys collected in each county be returned proportionately to the counties through grants to licensees located within the county in which the assessment was collected. Moneys in the Fund shall not supplant other local, state or federal funds. (Source: P.A. 88-670, eff. 12-2-94; 89-507, eff. 7-1-97.)

(740 ILCS 40/8) (from Ch. 100 1/2, par. 21)

Sec. 8. In case of the violation of any injunction or order of abatement issued under the provisions of this Act, the court may summarily try and punish the offender for his contempt of court. The hearing may be had upon affidavits, or either party may demand the production and oral examination of witnesses. (Source: Laws 1965, p. 3637.)

(740 ILCS 40/9) (from Ch. 100 1/2, par. 22)

Sec. 9. If the owner of the place has not been guilty of any contempt of court in the proceedings, and appears and pays all costs, fees, and allowances that are a lien on the place and files a bond in the full value of the property, to be ascertained by the court, with sureties, to be approved by the court conditioned that he will immediately abate any such nuisance that may exist at the place and prevent it from being established or kept therein within a period of one year thereafter, the court may, if satisfied of good faith, order the place to be delivered to the owner and the order of abatement cancelled so far as it may relate to such place.

The release of such place under the provisions of this Act does not release it from any judgment, lien, or liability to

which it may be subject.
(Source: Laws 1957, p. 1120.)

(740 ILCS 40/10) (from Ch. 100 1/2, par. 23)

Sec. 10. Whenever a fine or costs shall be assessed under the provisions of this Act against the owner of any property herein declared to be a nuisance, such fine or costs shall constitute a lien upon such property to the extent of the interest of such owner, and an order of execution shall issue thereon.

(Source: Laws 1957, p. 1120.)

(740 ILCS 40/11) (from Ch. 100 1/2, par. 24)

Sec. 11. (a) If any lessee or occupant, on one or more occasions, shall use leased premises for the purpose of unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling or giving away controlled substances or shall permit them to be used for any such purposes, the lease or contract for letting such premises shall, at the option of the lessor or the lessor's assignee, become void, and the owner or the owner's assignee may notify the lessee or occupant by posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice. The notice shall state the basis for its issuance on forms provided by the circuit court clerk of the county in which the real property is located. The owner or owner's assignee may have the like remedy to recover possession thereof as against a tenant holding over after the expiration of his term. The owner or lessor may bring a forcible entry and detainer action, or assign to the State's Attorney of the county in which the real property is located the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor remains liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(b) If a controlled substance is found or used anywhere in the premises of an apartment, there is a rebuttable presumption that the controlled substance was either used or possessed by a lessee or occupant or that a lessee or occupant permitted the premises to be used for that use or possession. A person shall not forfeit his or her security deposit or any part of the security deposit due solely to an eviction under the provisions of the Act.

(c) If a lessor or the lessor's assignee voids a contract under the provisions of this Section, and a tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or the lessor's assignee may seek relief under Article IX of the Code of Civil Procedure. Notwithstanding Sections 9-112, 9-113 and

9-114 of the Code of Civil Procedure, judgment for costs against the plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith where the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency or the State's Attorney.

(Source: P.A. 89-82, eff. 6-30-95.)

(740 ILCS 40/13) (from Ch. 100 1/2, par. 25)
Sec. 13.

Nothing contained in this Act shall apply to any unlawful act which results from failing to comply with the provisions prescribed in the "Illinois Controlled Substances Act," enacted by the 77th General Assembly.

(Source: P.A. 77-766.)

PROPERTY FORFEITURE

CHAPTER 720

ILLINOIS COMPILED STATUTES

5/37-1 - 5/37-5

PUBLIC NUISANCE

CHAPTER 720

ILLINOIS COMPILED STATUTES

5/47-5 - 5/47-25

CRIMINAL OFFENSES
(720 ILCS 5/) Criminal Code of 2012.

(720 ILCS 5/Art. 37 heading)

ARTICLE 37. PROPERTY FORFEITURE

(720 ILCS 5/37-1) (from Ch. 38, par. 37-1)

Sec. 37-1. Maintaining Public Nuisance. Any building used in the commission of offenses prohibited by Sections 9-1, 10-1, 10-2, 11-14, 11-15, 11-16, 11-17, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-22, 12-5.1, 16-1, 20-2, 23-1, 23-1(a)(1), 24-1(a)(7), 24-3, 28-1, 28-3, 31-5 or 39A-1, or subdivision (a)(1), (a)(2)(A), or (a)(2)(B) of Section 11-14.3, of this Code, or prohibited by the Illinois Controlled Substances Act, the Methamphetamine Control and Community Protection Act, or the Cannabis Control Act, or used in the commission of an inchoate offense relative to any of the aforesaid principal offenses, or any real property erected, established, maintained, owned, leased, or used by a street gang for the purpose of conducting street gang related activity as defined in Section 10 of the Illinois Street gang Terrorism Omnibus Prevention Act is a public nuisance.

(b) Sentence. A person convicted of knowingly maintaining such a public nuisance commits a Class A misdemeanor. Each subsequent offense under this Section is a Class 4 felony. (Source: P.A. 96-1551, eff. 7-1-11; 97-1150, eff. 1-25-13.)

(720 ILCS 5/37-2) (from Ch. 38, par. 37-2)

Sec. 37-2. Enforcement of lien upon public nuisance.

Any building, used in the commission of an offense specified in Section 37-1 of this Act with the intentional, knowing, reckless or negligent permission of the owner thereof, or the agent of the owner managing the building, shall, together with the underlying real estate, all fixtures and other property used to commit such an offense, be subject to a lien and may be sold to pay any unsatisfied judgment that may be recovered and any unsatisfied fine that may be levied under any Section of this Article and to pay to any person not maintaining the nuisance his damages as a consequence of the nuisance; provided, that the lien herein created shall not affect the rights of any purchaser, mortgagee, judgment creditor or other lien holder arising prior to the filing of a notice of such lien in the office of the recorder of the county in which the real estate subject to the lien is located, or in the office of the registrar of titles of such county if that real estate is registered under "An Act concerning land titles" approved May 1, 1897, as amended; which notice shall definitely describe the real estate and property involved, the nature and extent of the lien claimed, and the facts upon which the same is based. An action to enforce such lien may be commenced in any circuit court by the State's Attorney of the county of the nuisance or by the person suffering damages or both, except that a person seeking to recover damages must pursue his remedy within 6 months after the damages are sustained or his cause of action becomes

thereafter exclusively enforceable by the State's Attorney of the county of the nuisance.
(Source: P.A. 83-358.)

(720 ILCS 5/37-3) (from Ch. 38, par. 37-3)

Sec. 37-3. Revocation of licenses, permits, and certificates.

All licenses, permits or certificates issued by the State of Illinois or any subdivision or political agency thereof authorizing the serving of food or liquor on any premises found to constitute a public nuisance as described in Section 37-1 shall be void and shall be revoked by the issuing authority; and no license, permit or certificate so revoked shall be reissued for such premises for a period of 60 days thereafter; nor shall any person convicted of knowingly maintaining such nuisance be reissued such license, permit or certificate for one year from his conviction. No license, permit or certificate shall be revoked pursuant to this Section without a full hearing conducted by the commission or agency which issued the license.

(Source: Laws 1965, p. 403.)

(720 ILCS 5/37-4) (from Ch. 38, par. 37-4)

Sec. 37-4. Abatement of nuisance.) The Attorney General of this State or the State's Attorney of the county wherein the nuisance exists may commence an action to abate a public nuisance as described in Section 37-1 of this Act, in the name of the People of the State of Illinois, in the circuit court. Upon being satisfied by affidavits or other sworn evidence that an alleged public nuisance exists, the court may without notice or bond enter a temporary restraining order or preliminary injunction to enjoin any defendant from maintaining such nuisance and may enter an order restraining any defendant from removing or interfering with all property used in connection with the public nuisance. If during the proceedings and hearings upon the merits, which shall be in the manner of "An Act in relation to places used for the purpose of using, keeping or selling controlled substances or cannabis", approved July 5, 1957, the existence of the nuisance is established, and it is found that such nuisance was maintained with the intentional, knowing, reckless or negligent permission of the owner or the agent of the owner managing the building, the court shall enter an order restraining all persons from maintaining or permitting such nuisance and from using the building for a period of one year thereafter, except that an owner, lessee or other occupant thereof may use such place if the owner shall give bond with sufficient security or surety approved by the court, in an amount between \$1,000 and \$5,000 inclusive, payable to the People of the State of Illinois, and including a condition that no offense specified in Section 37-1 of this Act shall be committed at, in or upon the property described and a condition that the principal obligor and surety assume responsibility for any fine, costs or damages resulting from such an offense thereafter.

(Source: P.A. 83-342.)

(720 ILCS 5/37-5) (from Ch. 38, par. 37-5)

Sec. 37-5. Enforcement by private person.

A private person may, after 30 days and within 90 days of giving the Attorney General and the State's Attorney of the county of nuisance written notice by certified or registered mail of the fact that a public nuisance as described in Section 37-1 of this Act, commence an action pursuant to Section 37-4 of this Act, provided that the Attorney General or the State's Attorney of the county of nuisance has not already commenced said action.

(Source: Laws 1965, p. 403.)

CRIMINAL OFFENSES

(720 ILCS 5/) Criminal Code of 2012.

(720 ILCS 5/Art. 47 heading)

ARTICLE 47. NUISANCE

(720 ILCS 5/47-5)

Sec. 47-5. Public nuisance. It is a public nuisance:

- (1) To cause or allow the carcass of an animal or offal, filth, or a noisome substance to be collected, deposited, or to remain in any place to the prejudice of others.
- (2) To throw or deposit offal or other offensive matter or the carcass of a dead animal in a water course, lake, pond, spring, well, or common sewer, street, or public highway.
- (3) To corrupt or render unwholesome or impure the water of a spring, river, stream, pond, or lake to the injury or prejudice of others.
- (4) To obstruct or impede, without legal authority, the passage of a navigable river or waters.
- (5) To obstruct or encroach upon public highways, private ways, streets, alleys, commons, landing places, and ways to burying places.
- (6) To carry on the business of manufacturing gunpowder, nitroglycerine, or other highly explosive substances, or mixing or grinding the materials for those substances, in a building within 20 rods of a valuable building erected at the time the business is commenced.
- (7) To establish powder magazines near incorporated towns, at a point different from that appointed according to law by the corporate authorities of the town, or within 50 rods of an occupied dwelling house.
- (8) To erect, continue, or use a building or other place for the exercise of a trade, employment, or manufacture that, by occasioning noxious exhalations, offensive smells, or otherwise, is offensive or dangerous to the health of individuals or of the public.
- (9) To advertise wares or occupation by painting notices of the wares or occupation on or affixing them to fences or other private property, or on rocks or other natural objects, without the consent of the owner, or if in the highway or

other public place, without permission of the proper authorities.

(10) To permit a well drilled for oil, gas, salt water disposal, or any other purpose in connection with the production of oil and gas to remain unplugged after the well is no longer used for the purpose for which it was drilled.

(11) To construct or operate a salt water pit or oil field refuse pit, commonly called a "burn out pit", so that salt water, brine, or oil field refuse or other waste liquids may escape from the pit in a manner except by the evaporation of the salt water or brine or by the burning of the oil field waste or refuse.

(12) To permit concrete bases, discarded machinery, and materials to remain around an oil or gas well, or to fail to fill holes, cellars, slush pits, and other excavations made in connection with the well or to restore the surface of the lands surrounding the well to its condition before the drilling of the well, upon abandonment of the oil or gas well.

(13) To permit salt water, oil, gas, or other wastes from a well drilled for oil, gas, or exploratory purposes to escape to the surface, or into a mine or coal seam, or into an underground fresh water supply, or from one underground stratum to another.

(14) To harass, intimidate, or threaten a person who is about to sell or lease or has sold or leased a residence or other real property or is about to buy or lease or has bought or leased a residence or other real property, when the harassment, intimidation, or threat relates to a person's attempt to sell, buy, or lease a residence, or other real property, or refers to a person's sale, purchase, or lease of a residence or other real property.

(15) To store, dump, or permit the accumulation of debris, refuse, garbage, trash, tires, buckets, cans, wheelbarrows, garbage cans, or other containers in a manner that may harbor mosquitoes, flies, insects, rodents, nuisance birds, or other animal pests that are offensive, injurious, or dangerous to the health of individuals or the public.

(16) To create a condition, through the improper maintenance of a swimming pool or wading pool, or by causing an action that alters the condition of a natural body of water, so that it harbors mosquitoes, flies, or other animal pests that are offensive, injurious, or dangerous to the health of individuals or the public.

(17) To operate a tanning facility without a valid permit under the Tanning Facility Permit Act.

Nothing in this Section shall be construed to prevent the corporate authorities of a city, village, or incorporated town, or the county board of a county, from declaring what are nuisances and abating them within their limits. Counties have that authority only outside the corporate limits of a city, village, or incorporated town.

(Source: P.A. 89-234, eff. 1-1-96.)

(720 ILCS 5/47-10)

Sec. 47-10. Dumping garbage. It is unlawful for a person to dump or place garbage or another offensive substance within the corporate limits of a city, village, or incorporated town

other than (1) the city, village, or incorporated town within the corporate limits of which the garbage or other offensive substance originated or (2) a city, village, or incorporated town that has contracted with the city, village, or incorporated town within which the garbage originated, for the joint collection and disposal of garbage; nor shall the garbage or other offensive substance be dumped or placed within a distance of one mile of the corporate limits of any other city, village, or incorporated town.

A person violating this Section is guilty of a petty offense.

(Source: P.A. 89-234, eff. 1-1-96.)

(720 ILCS 5/47-15)

Sec. 47-15. Dumping garbage upon real property.

(a) It is unlawful for a person to dump, deposit, or place garbage, rubbish, trash, or refuse upon real property not owned by that person without the consent of the owner or person in possession of the real property.

(b) A person who violates this Section is liable to the owner or person in possession of the real property on which the garbage, rubbish, trash, or refuse is dumped, deposited, or placed for the reasonable costs incurred by the owner or person in possession for cleaning up and properly disposing of the garbage, rubbish, trash, or refuse, and for reasonable attorneys' fees.

(c) A person violating this Section is guilty of a Class B misdemeanor for which the court must impose a minimum fine of \$500. A second conviction for an offense committed after the first conviction is a Class A misdemeanor for which the court must impose a minimum fine of \$500. A third or subsequent violation, committed after a second conviction, is a Class 4 felony for which the court must impose a minimum fine of \$500. A person who violates this Section and who has equity interest in a motor vehicle used in violation of this Section is presumed to have the financial resources to pay the minimum fine not exceeding his or her equity interest in the vehicle. Personal property used by a person in violation of this Section shall on the third or subsequent conviction of the person be forfeited to the county where the violation occurred and disposed of at a public sale. Before the forfeiture, the court shall conduct a hearing to determine whether property is subject to forfeiture under this Section. At the forfeiture hearing the State has the burden of establishing by a preponderance of the evidence that property is subject to forfeiture under this Section.

(d) The statutory minimum fine required by subsection (c) is not subject to reduction or suspension unless the defendant is indigent. If the defendant files a motion with the court asserting his or her inability to pay the mandatory fine required by this Section, the court must set a hearing on the motion before sentencing. The court must require an affidavit signed by the defendant containing sufficient information to ascertain the assets and liabilities of the defendant. If the court determines that the defendant is indigent, the court must require that the defendant choose either to pay the minimum fine of \$500 or to perform 100 hours of community

service.

(Source: P.A. 90-655, eff. 7-30-98; 91-409, eff. 1-1-00.)

(720 ILCS 5/47-20)

Sec. 47-20. Unplugged well. It is a Class A misdemeanor for a person to permit a water well, located on property owned by him or her, to be in an unplugged condition at any time after the abandonment of the well for obtaining water. No well is in an unplugged condition, however, that is plugged in conformity with the rules and regulations of the Department of Natural Resources issued under Section 6 and Section 19 of the Illinois Oil and Gas Act. This Section does not apply to a well drilled or used for observation or any other purpose in connection with the development or operation of a gas storage project.

(Source: P.A. 89-234, eff. 1-1-96; 89-445, eff. 2-7-96.)

(720 ILCS 5/47-25)

Sec. 47-25. Penalties. Whoever causes, erects, or continues a nuisance described in this Article, for the first offense, is guilty of a petty offense and shall be fined not exceeding \$100, and for a subsequent offense is guilty of a Class B misdemeanor. Every nuisance described in this Article, when a conviction for that nuisance is had, may, by order of the court before which the conviction is had, be abated by the sheriff or other proper officer, at the expense of the defendant. It is not a defense to a proceeding under this Section that the nuisance is erected or continued by virtue or permission of a law of this State.

(Source: P.A. 89-234, eff. 1-1-96.)

ENVIRONMENTAL SAFETY

CHAPTER 415

ILLINOIS COMPILED STATUTES

105/1-105/14

LITTER CONTROL ACT

ENVIRONMENTAL SAFETY (415 ILCS 105/) Litter Control Act.

(415 ILCS 105/1) (from Ch. 38, par. 86-1)

Sec. 1.

This Act shall be known and may be cited as the "Litter Control Act".

(Source: P.A. 78-837.)

(415 ILCS 105/2) (from Ch. 38, par. 86-2)

Sec. 2.

The General Assembly finds and determines that:

(i) rapid population growth, the ever increasing mobility of the population and improper and abusive discard habits cause the existence, proliferation and accumulation of litter upon public and private property in this State;

(ii) litter is detrimental to the welfare of the people of this State; and

(iii) while there has been a collective failure by government, industry and the public to develop and accomplish effective litter control, there is a need to educate the public with respect to the problem of litter and to provide for strict enforcement of litter control measures.

This Act is, therefore, necessary to provide for uniform prohibition throughout the State of any and all littering on public or private property so as to protect the health, safety and welfare of the people of this State.

(Source: P.A. 78-837.)

(415 ILCS 105/3) (from Ch. 38, par. 86-3)

Sec. 3. As used in this Act, unless the context otherwise requires:

(a) "Litter" means any discarded, used or unconsumed substance or waste. "Litter" may include, but is not limited to, any garbage, trash, refuse, cigarettes, debris, rubbish, grass clippings or other lawn or garden waste, newspaper, magazines, glass, metal, plastic or paper containers or other packaging construction material, abandoned vehicle (as defined in the Illinois Vehicle Code), motor vehicle parts, furniture, oil, carcass of a dead animal, any nauseous or offensive matter of any kind, any object likely to injure any person or create a traffic hazard, potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act, or anything else of an unsightly or unsanitary nature, which has been discarded, abandoned or otherwise disposed of improperly.

(b) "Motor vehicle" has the meaning ascribed to that term in Section 1-146 of the Illinois Vehicle Code.

(c) "Person" means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, or any other legal entity, or their legal representative, agent or assigns.

(Source: P.A. 98-483, eff. 1-1-14.)

(415 ILCS 105/4) (from Ch. 38, par. 86-4)

Sec. 4. No person shall dump, deposit, drop, throw, discard, leave, cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of litter upon any public or private property in this State, or upon or into any river, lake, pond, or other stream or body of water in this State, unless:

(a) the property has been designated by the State or any of its agencies, political subdivisions, units of local government or school districts for the disposal of litter, and the litter is disposed of on that property in accordance with the applicable rules and regulations of the Pollution Control Board;

(b) the litter is placed into a receptacle or other container intended by the owner or tenant in lawful possession of that property for the deposit of litter;

(c) the person is the owner or tenant in lawful possession of the property or has first obtained the consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant and does not create a public health or safety hazard, a public nuisance, or a fire hazard;

(d) the person is acting under the direction of proper public officials during special cleanup days; or

(e) the person is lawfully acting in or reacting to an emergency situation where health and safety is threatened, and removes and properly disposes of such litter, including, but not limited to, potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act, when the emergency situation no longer exists.

(Source: P.A. 92-574, eff. 6-26-02.)

(415 ILCS 105/5) (from Ch. 38, par. 86-5)

Sec. 5.

No person shall dump, deposit, drop, throw, discard or otherwise dispose of litter from any motor vehicle upon any public highway, upon any public or private property or upon or into any river, lake, pond, stream or body of water in this State except as permitted under any of paragraphs (a) through (e) of Section 4. Nor shall any person transport by any means garbage or refuse from any dwelling, residence, place of business, farm or other site to and deposit such material in, around or on top of trash barrels or other receptacles placed along public highways or at roadside rest areas.

(Source: P.A. 78-837.)

(415 ILCS 105/6) (from Ch. 38, par. 86-6)

Sec. 6.

No person shall allow litter to accumulate upon real property, of which the person charged is the owner or tenant in control, in such a manner as to constitute a public nuisance or in such a manner that the litter may be blown or otherwise carried by the natural elements on to the real property of another person.

(Source: P.A. 78-837.)

(415 ILCS 105/7) (from Ch. 38, par. 86-7)

Sec. 7.

No person shall abandon a motor vehicle on any highway, on any public property or on any private property of which he is not the owner or tenant in lawful possession in this State. The person to whom last was issued the certificate of title to the vehicle by the Secretary of State is presumed to be the person to have abandoned that vehicle, but such presumption may be rebutted.

(Source: P.A. 78-837.)

(415 ILCS 105/8) (from Ch. 38, par. 86-8)

Sec. 8. Persons who violate any of Sections 4 through 7 are subject to the penalties set out in this Section.

(a) Any person convicted of a violation of Section 4, 5, 6 or 7 is guilty of a Class B misdemeanor. A second conviction for an offense committed after the first conviction is a Class A misdemeanor. A third or subsequent violation, committed after a second conviction is a Class 4 felony.

(b) In addition to any fine imposed under this Act, the court may order that the person convicted of such a violation remove and properly dispose of the litter, may employ special bailiffs to supervise such removal and disposal, and may tax the costs of such supervision as costs against the person so convicted.

(c) The penalties prescribed in this Section are in addition to, and not in lieu of, any penalties, rights, remedies, duties or liabilities otherwise imposed or conferred by law.

(d) An individual convicted of violating Section 4 or Section 5 of this Act by disposing of litter upon a public highway may, in addition to any other penalty, be required to maintain litter control for 30 days over a designated portion of that highway, including, at the discretion of the agency having jurisdiction over the section of highway in question, the site where the offense occurred, as provided in Section 50 of the Illinois Adopt-A-Highway Act.

(e) A mandatory minimum fine of \$50 must be imposed against any person who is convicted of violating Section 5 of this Act.

(Source: P.A. 98-472, eff. 1-1-14.)

(415 ILCS 105/9) (from Ch. 38, par. 86-9)

Sec. 9.

Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle not carrying passengers for hire, the presumption is created that the operator of that motor vehicle has violated Section 5, but that presumption may be rebutted.

(Source: P.A. 78-837.)

(415 ILCS 105/10) (from Ch. 38, par. 86-10)

Sec. 10. In order to assist the public in complying with this Act, the owner or person in control of any property which is held out to the public as a place for assemblage, the transaction of business, recreation or as a public way shall

cause to be placed and maintained receptacles for the deposit of litter, of sufficient volume and in sufficient numbers to meet the needs of the numbers of people customarily coming on or using the property.

For purposes of this Section, "property held out to the public for the transaction of business" includes, but is not limited to, commercially-operated parks, campgrounds, drive-in restaurants, automobile service stations, business parking lots, car washes, shopping centers, marinas, boat launching areas, industrial parking lots, boat moorage and fueling stations, piers, beaches and bathing areas, airports, roadside rest stops, drive-in movies, and shopping malls; and "property held out to the public for assemblage, recreation or as a public way" includes, but is not limited to, any property that is publicly owned or operated for any of the purposes stated in the definition in this paragraph for "property held out to the public for the transaction of business" but excludes State highway rights-of-way and rest areas located thereon.

The Secretary of Transportation and the Director of Natural Resources shall prescribe the type or types of litter receptacles to be placed on property under the jurisdiction of the Department of Transportation and of the Department of Natural Resources, respectively. The Secretary of Transportation shall also promulgate rules and regulations governing the placement of receptacles on property under the jurisdiction of the Department of Transportation.

If no litter receptacles are placed on property described in this Section the owner or person in control of the property may be convicted of a petty offense and fined \$100 for violating this Section. If the owner or person in control of such property has placed litter receptacles on his property but the number or size of such receptacles has proved inadequate to meet the needs of the numbers of people coming on or using his property as indicated by the condition and appearance of that property, and the owner or person in control has failed to provide sufficient or adequate receptacles within 10 days after being made aware of that fact by written notice from the appropriate law enforcement agency, he may be convicted of a petty offense and fined \$25 for each receptacle not so provided and maintained.

(Source: P.A. 89-445, eff. 2-7-96.)

(415 ILCS 105/11) (from Ch. 38, par. 86-11)

Sec. 11.

This Act shall be enforced by all law enforcement officers in their respective jurisdictions, whether employed by the State or by any unit of local government. Prosecutions for violation of this Act shall be conducted by the State attorneys of the several counties and by the Attorney General of this State.

(Source: P.A. 78-837.)

(415 ILCS 105/13) (from Ch. 38, par. 86-13)

Sec. 13.

If any provision of this Act, or the application of such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications

of the Act which can be given effect without the invalid provision or application, and to this end the provisions of this Act are declared to be severable.

(Source: P.A. 78-837.)

(415 ILCS 105/14) (from Ch. 38, par. 86-14)

Sec. 14. This Act takes effect January 1, 1974.

(Source: P.A. 78-837.)

CRIMINAL HOUSING MANAGEMENT

CHAPTER 720

ILLINOIS COMPILED STATUTES

5/12-5.1 - 5/12.2

(720 ILCS 5/12-5.1) (from Ch. 38, par. 12-5.1)
Sec. 12-5.1. Criminal housing management.

(a) A person commits criminal housing management when, having personal management or control of residential real estate, whether as a legal or equitable owner or as a managing agent or otherwise, he or she recklessly permits the physical condition or facilities of the residential real estate to become or remain in any condition which endangers the health or safety of a person other than the defendant.

(b) Sentence.

Criminal housing management is a Class A misdemeanor, and a subsequent conviction is a Class 4 felony.
(Source: P.A. 96-1551, eff. 7-1-11.)

(720 ILCS 5/12-5.1a) (was 720 ILCS 5/12-5.15)

Sec. 12-5.1a. Aggravated criminal housing management.

(a) A person commits aggravated criminal housing management when he or she commits criminal housing management and:

(1) the condition endangering the health or safety of

a person other than the defendant is determined to be a contributing factor in the death of that person; and

(2) the person recklessly conceals or attempts to

conceal the condition that endangered the health or safety of the person other than the defendant that is found to be a contributing factor in that death.

(b) Sentence. Aggravated criminal housing management is a Class 4 felony.

(Source: P.A. 96-1551, eff. 7-1-11.)

(720 ILCS 5/12-5.2) (from Ch. 38, par. 12-5.2)
Sec. 12-5.2. Injunction in connection with criminal housing management or aggravated criminal housing management.

(a) In addition to any other remedies, the State's Attorney of the county where the residential property which endangers the health or safety of any person exists is authorized to file a complaint and apply to the circuit court for a temporary restraining order, and such circuit court shall upon hearing grant a temporary restraining order or a preliminary or permanent injunction, without bond, restraining any person who owns, manages, or has any equitable interest in the property, from collecting, receiving or benefiting from any rents or other monies available from the property, so long as the property remains in a condition which endangers the health or safety of any person.

(b) The court may order any rents or other monies owed to be paid into an escrow account. The funds are to be paid out of the escrow account only to satisfy the reasonable cost of necessary repairs of the property which had been incurred or

will be incurred in ameliorating the condition of the property as described in subsection (a), payment of delinquent real estate taxes on the property or payment of other legal debts relating to the property. The court may order that funds remain in escrow for a reasonable time after the completion of all necessary repairs to assure continued upkeep of the property and satisfaction of other outstanding legal debts of the property.

(c) The owner shall be responsible for contracting to have necessary repairs completed and shall be required to submit all bills, together with certificates of completion, to the manager of the escrow account within 30 days after their receipt by the owner.

(d) In contracting for any repairs required pursuant to this Section the owner of the property shall enter into a contract only after receiving bids from at least 3 independent contractors capable of making the necessary repairs. If the owner does not contract for the repairs with the lowest bidder, he shall file an affidavit with the court explaining why the lowest bid was not acceptable. At no time, under the provisions of this Section, shall the owner contract with anyone who is not a licensed contractor, except that a contractor need not be licensed if neither the State nor the county, township, or municipality where the residential real estate is located requires that the contractor be licensed. The court may order release of those funds in the escrow account that are in excess of the monies that the court determines to its satisfaction are needed to correct the condition of the property as described in subsection (a).

For the purposes of this Section, "licensed contractor" means: (i) a contractor licensed by the State, if the State requires the licensure of the contractor; or (ii) a contractor licensed by the county, township, or municipality where the residential real estate is located, if that jurisdiction requires the licensure of the contractor.

(e) The Clerk of the Circuit Court shall maintain a separate trust account entitled "Property Improvement Trust Account", which shall serve as the depository for the escrowed funds prescribed by this Section. The Clerk of the Court shall be responsible for the receipt, disbursement, monitoring and maintenance of all funds entrusted to this account, and shall provide to the court a quarterly accounting of the activities for any property, with funds in such account, unless the court orders accountings on a more frequent basis.

The Clerk of the Circuit Court shall promulgate rules and procedures to administer the provisions of this Act.

(f) Nothing in this Section shall in any way be construed to limit or alter any existing liability incurred, or to be incurred, by the owner or manager except as expressly provided in this Act. Nor shall anything in this Section be construed to create any liability on behalf of the Clerk of the Court, the State's Attorney's office or any other governmental agency involved in this action.

Nor shall anything in this Section be construed to authorize tenants to refrain from paying rent.

(g) Costs. As part of the costs of an action under this Section, the court shall assess a reasonable fee against the

defendant to be paid to the Clerk of the Circuit Court. This amount is to be used solely for the maintenance of the Property Improvement Trust Account. No money obtained directly or indirectly from the property subject to the case may be used to satisfy this cost.

(h) The municipal building department or other entity responsible for inspection of property and the enforcement of such local requirements shall, within 5 business days of a request by the State's Attorney, provide all documents requested, which shall include, but not be limited to, all records of inspections, permits and other information relating to any property.

(Source: P.A. 96-1551, eff. 7-1-11.)

OCCUPANCY INSPECTION REQUIREMENTS

RUBBISH DISPOSAL-CONTAINERS

15.08.850

ZONING ORDINANCE 3818

SCREENING DUMPSTERS AND OTHER REFUSE AND GARBAGE CONTAINERS

Occupancy Inspection Requirements

Owners may obtain a temporary permit for utilities -fee \$25.00

** 100 amp service minimum required - (inside & out), breakers box and single disconnect **

All necessary repairs (other than carpentry) must be performed by a licensed contractor holding a valid City license. (Electrical, Mechanical, & Plumbing)

Inspections will be made in accordance to the International Building Code, National Electric Code, International Mechanical Code and Illinois Plumbing Code. The below are items that are checked but not limited to;

1. Tenant is not allowed to move anything in unit until inspection is passed and permit number is issued.
2. Yard must be well kept, mowed and free from trash, appliances, and junk.
3. Premise shall be graded and maintained to prevent the erosion of soil & prevent the accumulation of stagnant water on/within any structure thereon.
4. Broken, badly pitted or uneven sidewalks will not be accepted. Sidewalks, driveways, parking spaces shall be kept in a proper state of repair and maintained free from hazardous conditions.
5. Rodent or insect (roach & flea) infestation not allowed.
6. Premises & exterior property shall be kept free from weeds or grass in excess of 8 inches.
7. If fumigated for insects, a time sheet must be posted giving air out time.
8. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by marking, carving, or graffiti.
9. Every exterior and interior flight or means of egress stairs having more than three risers shall have a handrail on at least one side of the stairs not less than 34 inches nor more than 38 inches high measured vertically above the nosing or tread or above finished floor or landing. Guard (railing) shall not be less than 30 inches high above walking surface.
10. Exterior of structure should be maintained in good repair, structurally sound and sanitary as to not pose a threat to the public health, safety, or welfare.
11. Roof and flashing shall be sound and tight. Roofing, drains, gutters and downspouts shall be maintained in good repair.
12. Broken or cracked windows will not be acceptable.
13. All exterior surfaces, including doors, window frames, brick, porches, and trim shall be maintained in good condition.
14. Exterior wood surfaces, other than decay-resistant woods, shall be protected from elements and decay by painting or other protective coverings or treatment.
15. Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted.
16. Building envelope, windows, doors, and skylights shall be maintained weather resistant and water tight.
17. All street numbers shall be displayed in a position easily observed and readable from the public way. All numbers shall be in Arabic and at least 3 inches high and 7/8 inches strokes.
18. All structural members shall be maintained free from deteriorating
19. Foundations walls shall be maintained plumb, free from open cracks, breaks and shall be kept in such condition so as to prevent entry of rodents.
20. Exterior walls shall be free from holes, breaks, loose or rotting material, and maintained weatherproof.
21. All canopies, awnings shall be properly anchored and kept in sound condition.
22. Chimney flue must be in good repair. No missing plug plates.
23. Adequate fresh air and natural lighting must be available, 50% of windows in each room must have full screens.

24. All exterior doors, door assemblies and hardware shall be maintained in good condition.
25. Every basement hatchway shall be maintained to prevent entrance of rodents, rain and surface drainage water.
26. Adequate exits must be available in case of fire. (NO BASEMENT APARTMENTS}
27. All interior surfaces, including windows and doors shall be maintained in good dean and sanitary condition.
28. Entry way/hallways must be well lighted; lights required at top and bottom of entry way in stairways.
29. Accessory structures including dethatched garages, fences and walls must be maintained structurally and in good repair.
30. Operable basements and windows shall have rodent shields.
31. Smoke alarms required. Minimum one for each floor or 15ft. within a sleeping area.
32. Carbon Monoxide detectors required. Minimum one for each floor or 15ft. within a sleeping area.
33. Ground Fault Shock Protection, (20 amps) required for all kitchen counter outlets. Also, adjacent wall outlets within 6 feet of water source.
34. Ground Fault Protection required for outlets if installed in garages, storage buildings, or an outside wall. All outdoor receptacles must be waterproof.
35. Ground Fault Shock Protection required for any and all bath outlets.
36. Existing electric receptacles may not be removed unless relocated. (The number of outlets per room must not be reduced.)
37. Bathrooms are required to have at least one electrical outlet.
38. All electrical outlets and light switches must have cover plates.
39. Painted over and plugged electrical outlets must be removed and replaced.
40. Floor mounted electrical outlets {face up) are not allowed. (Must be relocated to wall.)
41. Knob and tube wiring not allowed. Remove and replace with 12-3 copper wire. (ROM EX)
42. Exposed wiring is not allowed. Must be run inside wall or electrical conduit. Wire mould is acceptable.
43. Open splices are not allowed. Splices must be in electrical work box with cover plate.
44. Electrical service panel must be 100 amp minimum. Cover and door must be in place. No open slots fill or plug.
45. Multiple electrical service entry boxes are not allowed.
46. Electrical outlet for washing machine must be (3) prong with third wire run to electrical service panel ground. Water pipe grounding not allowed.
47. Lights cannot hang by their own wiring. Chain and wire is ok.
48. Furnace wiring must be in electrical conduit and well supported.
49. Furnace and water heater flue pipe must be in good condition, have (3) screws per joint, be well supported and run uphill at X inch per foot minimum.
50. Any gas line not connected to an appliance must have a plug/cap after the shut off valve. Shut off valve alone is not sufficient.
51. Furnace cold air return and burner air supply must be separate. (Not in same room.)
52. Water heater must have a metal pipe from the pressure relief valve to 6 inches above floor - no reducers, no threads on open end.
53. Water supply pipes must have no leaks.
54. Sewer drain pipes must have no leaks or cracks. All access openings must be properly capped.
55. Washing machine drain must have an "S" trap to prevent sewer gas backup/
56. Standing Water on basement floor is not allowed.
57. Air condition condensate must flow to acceptable drain
58. Basement must have windows or adequate ventilation and lighting.
59. Space heaters or wood burners must have double/triple wall flue pipe with adequate space from combustibles. (paneling, etc.)
60. No exposed asbestos or fiberglass insulation. Insulation must be sealed and/or covered and protected

Egress Window Sizing & Tempered Glass

At least one window in sleeping rooms must meet the following requirements:

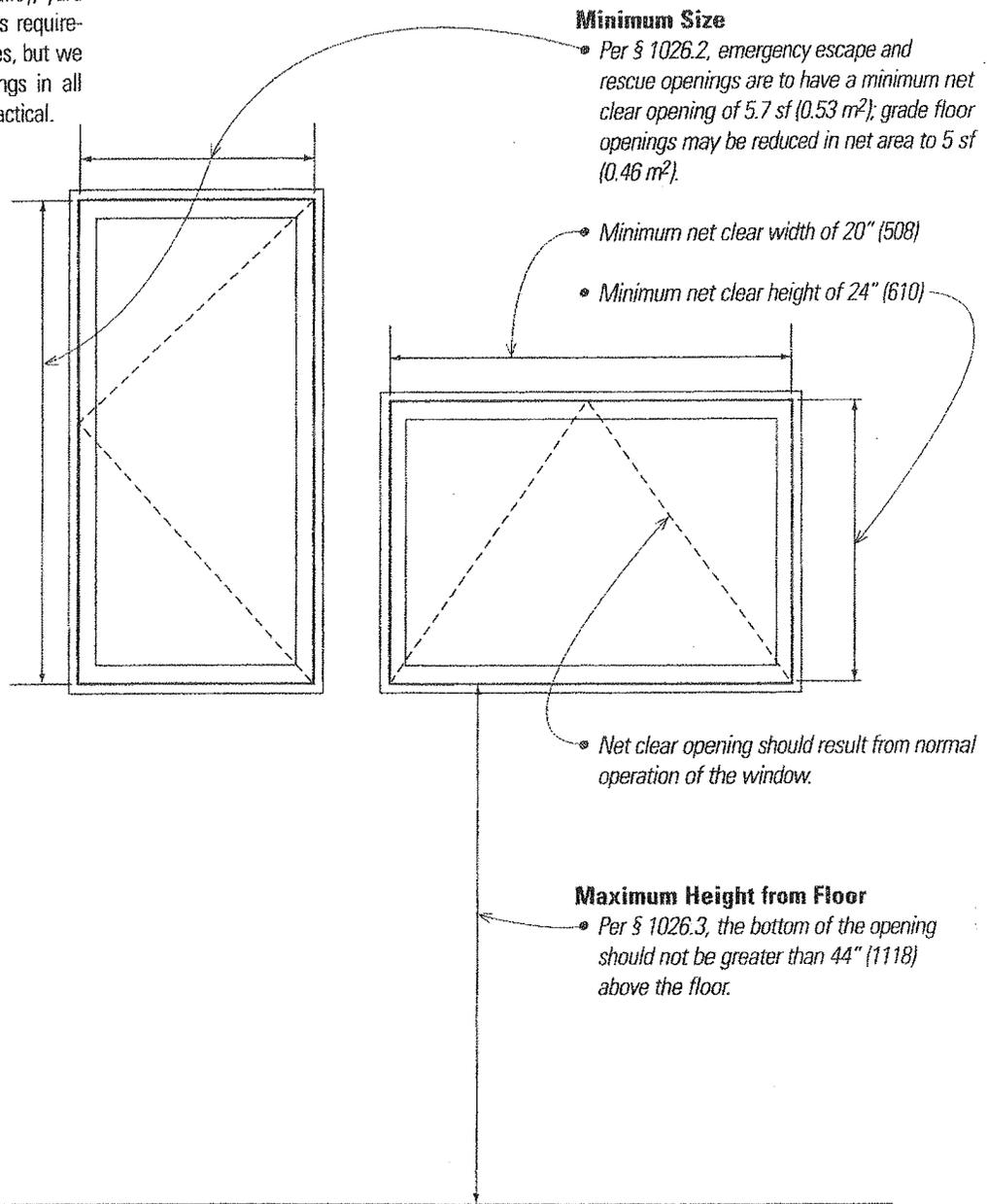
1. Grade floor windows must have a clear opening area of at least 5 sq. ft. The maximum height difference between the finished grade, either above or below the sill, is 44 inches. Any additional height will require going to the 5.7 sq. ft. window size.
2. Second and third floor windows must have a clear opening of at least 5.7 sq. ft.
3. The minimum clear opening width of 20 inches. For a double hung window this would be the area between each side jamb, for casement windows it would be from the jamb to the sash when the window is fully open.
4. The minimum clear opening height is 24". For a double hung window this would be the area between the sill of the window unit up to the sash when it is fully open, for casement windows it would be the area between the sill and the window jamb head. Do not order a window with a 20" x 24" opening; this would be less than a 4 sq. ft. opening.
5. The finish sill of the window cannot be more than 44 inches off the finish floor.
6. These openings sizes need to be met in the normal operation of the window without special keys, tools, or knowledge. Tilt sash windows will not meet the minimum opening unless they meet the sq. ft. requirement.
7. When window wells are used the base shall be a minimum of 9 sq. ft. with a minimum horizontal projection of 36 inches. When casement windows are used the 36 inch width shall be measured from the sash in the fully open position over to the opposite wall.
8. Window wells deeper than 44 inches will need a permanently installed ladder or steps for egress. Ladders shall be at least 12 inches wide, project from the wall at least 3 inches and have a rung spacing not to exceed 18 inches. The ladder shall extend the full height of the window well. If steps are built in it is recommended that the tread be a minimum 5 inches in depth and that one or more handrails be installed as well.

If there is a door that leads directly to the outside then these sizes are not as critical.

EMERGENCY ESCAPE

Residential (R) and institutional (I-1) occupancies are required by § 1026 to have egress openings for emergency escape and rescue. These are in addition to normal paths of egress leading out of rooms in such occupancies. These are to provide a way out of sleeping rooms for the occupants and a way into those rooms for rescue personnel in emergencies.

Basements and all sleeping rooms below the fourth story are to have at least one emergency escape and rescue opening. These are to open directly onto a public street, public alley, yard or court. There are exceptions to this requirement applicable to certain occupancies, but we recommend provision of such openings in all residential occupancies where it is practical.



Tempered glass is required in some locations. The following list is not all inclusive.

1. Glazing in doors and enclosures for hot tubs (both inside and outside), whirlpools, saunas, steam rooms, bathtubs and showers or any part of a wall enclosing these areas where the bottom of the glass is 60 inches or less off the drain, needs to have tempered glass.
2. If a window meets all four of the following criteria the glass needs to be tempered.
 - a) Exposed area of an individual pane is greater than 9 sq. ft.
 - b) The bottom edge is less than 18 inches above the floor.
 - c) The top edge of the same piece of glass is 36 inches or more above the floor.
 - d) If one or more walking surfaces are within 36 inches horizontally of the glazing.

For further information consult the 2009 Edition of the International Residential Code or consult the Building and Zoning Department.

15.08.850 Rubbish disposal – Containers

- A. Every occupant of a dwelling or dwelling unit shall dispose of all garbage, rubbish and refuse in a clean and sanitary manner by placing it in tightly covered metal or rubber garbage disposal containers with a capacity not exceeding thirty-five (35) gallons or a container of size or weight which can be lifted by one person.
- B. It shall be the responsibility of the owner to supply garbage disposal facilities or containers for all dwelling units in multiple-family dwellings containing more than two (2) dwelling units and for all dwelling units share the same premises. Said facilities or containers for multiple-family use shall be of sturdy construction with tight, self closing lids and shall be of such capacity and quantity to allow for the containment of not less than one-half (1/2) cubic yard of garbage or refuse for each dwelling unit per week.
(Ord. 4512, 1990: Ord. 4168, 9-4 1986).

Zoning Ordinance 3818

SECTION 5-1600 SCREENING DUMPSTERS AND OTHER REFUSE AND GARBAGE CONTAINERS

In any R-1, R-2, R-3, R-4, R-5, R-6, C-1, C-2, C-3, C-4, C-5 or C-6 zoning district where a receptacle commonly known as a dumpster is to be used, or where any garbage or refuse container larger than 55 gallons is used, such garbage and refuse receptacle or container shall be placed on a concrete pad, designed and installed pursuant to prevailing International Code Council (ICC) codes as adopted by the City of Granite City, and shall be designed to withstand the anticipated weight of such receptacle or container. In addition, the location where the receptacle or container is located shall be screened from the public view in accordance with the general rules and regulations found in this Ordinance or any other ordinance of the City of Granite City, and as much as practicable, shall be hidden or screened from the street view.

ORDINANCE

8324

An Ordinance to change the fees
for landlords' licenses

**LANDLORDS SHALL POST
ANNUAL STICKERS ON EACH
RESIDENTIAL UNIT WHERE IT
MAY BE OBSERVED BY
INSPECTORS AND THE
POLICE**

Ordinance 8324

An Ordinance to change the fees charged for landlord licenses.

WHEREAS the City of Granite City is a home rule unit pursuant to article section 6, of the Illinois State Constitution of 1970; and

WHEREAS, the Granite City City Council adopted Ordinance 7808, which established a business license fee schedule, charging annual fees for the operation of various, listed businesses in the City of Granite City, and

WHEREAS, Ordinance 7808 required the annual payment of \$50.00 as the business license fee for an apartment or house rental for four or fewer residential units, on the same parcel or in the same building; and

WHEREAS, Ordinance 7808 requires a payment of an annual business license fee of \$50.00, plus \$10.00 per residential unit above four, for apartment or house rental in complexes containing more than four residential units, whether on the same parcel or in the same building; and

WHEREAS, the Granite City City Council hereby finds it appropriate to change the business license fee schedule, as codified in 5.03.010 of the Granite City Municipal Code, solely as it pertains to landlord business licenses for residential housing units.

Now, therefore, be it ordained by the City Council of the City of Granite City, Illinois, as follows.

1. Section 5.03.010 of the Granite City Municipal Code is hereby revised as follows, to change the annual business license fee, solely for landlord business licenses for residential housing units. All other business license fees stated in 5.03.010 of the Granite City Municipal Code shall remain unchanged and in effect;

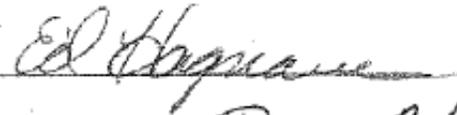
| | |
|---|------------------------------|
| Apartment/House Rental (four 4) or less on-site and/or off-site residential rental units as defined by the U.S. Internal Revenue Service and identified by address, whether on the same parcel or in the same building) | \$15.00 per residential unit |
| Apartment/ House Rental Complex (more than four(4) total on-site and/or off-site residential rentals units as defined by the U.S. Internal Revenue Service and identified by address, whether on the same parcel or in the same building) | \$15.00 per residential unit |

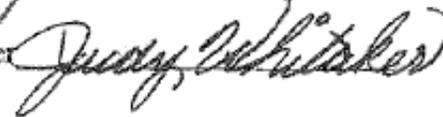
2. There is hereby added to the Granite City Municipal Code the following section 5.03.030;

All landlords shall pay the annual license fee and receive a separate license for each residential unit located in Granite City. All said landlords shall receive a sticker documenting payment of the annual license fee. All landlords shall post said sticker on each residential unit where the sticker may be observed by the Building and Zoning Inspector or by police.

3. This Ordinance and revised annual license fee shall take effect January 1", 2013. This Ordinance may be published in pamphlet form by the City Clerk.

Passed this ^{6th} day of November, 2012

Approved; Mayor 

Attest; City Clerk, Judy Whitaker 

76588

TENANT

RESPONSIBILITY

ACCOUNTABILITY

PROGRAM

TENANT
RESPONSIBILITY
ACCOUNTABILITY
PROGRAM

Thomas D. Gibbons
Madison County State's Attorney's Office



Madison County State's Attorney's Office

Tenant Responsibility & Accountability Program

Mission: The *Tenant Responsibility & Accountability Program (TRAP)* seeks to protect the rights of Rental Property Owners (Landlords) by reducing criminal damage to investment rental properties through tough enforcement of our existing laws on criminal damage to property (720 ILCS 512 J -I). *TRAP* will also assist property owners in recovering restitution for property damage caused by criminal acts of tenants.

How TRAP Works: Proving a criminal damage to property case in court can be difficult. In order for the State's Attorney's Office to successfully prosecute these cases, property owners and property managers must follow several simple, but effective, procedures.

Step One: A *Move-in I Move-out Inspection Report* must be completed and signed by both the tenant and the property owner/manager prior to the tenant taking possession of the property. The *move-in I move-out Inspection Report* must also be completed and signed .as soon as the tenant vacates the property. The Inspection Report is critical to the case because it provides a check-list of the property, and describes the condition of the property prior to move-in and after move-out

Step Two: Photographs must be taken of the property prior to the tenant's move-in. These photographs must accurately depict the property as it looked at the time of the *Move-in Inspection Report*, and will prove that the property was in good condition when the tenant took possession. Photographs must be taken of the property after the tenant vacates the property and must accurately depict the property as it looked at the time of the *Move-out/ Inspection Report*, and will prove that the property was damaged when the tenant vacated possession. These "before" and "after" photographs are important in illustrating the extent of the damage to both the judge and the jury. Digital photographs are preferred, but print photographs will also be accepted.

Step Three: Upon discovery of damage, notify your law enforcement agency so an officer can come to the property and take a report. It is important for you to follow up with the reporting officer after some time has elapsed to ensure the officer has all the necessary information (i.e. photographs, move in / move-out report, .etc.).

Step Four: A *damage estimate* must be completed by a qualified individual, documenting the cost of labor and materials needed for repair of the criminal damage caused by the tenant. The actual cost of repair for damage will determine the level of charge and amount of restitution. At the State's Attorney's Office, we recognize some damage cases may not warrant a third party *damage estimate*. However, when the damage is extensive, a *damage estimate* completed by a third party is preferred. Remember that you must provide the damage estimate to the officer or detective investigating the case.

What Next: If criminal charges are authorized, the Assistant State's Attorney assigned to the case will have a variety of options to dispose the case. Most importantly for you, the property owner is *restitution*. Restitution is the right of a victim to be monetarily reimbursed for losses caused as a direct result of a crime. Restitution is limited to the out of pocket expenses the victim has incurred to repair the damaged property Restitution does NOT include pain, suffering, mental anguish, etc

What We Will Not Prosecute: The State's Attorney's Office will not prosecute any case where the damage qualifies as reasonable wear and tear. Additionally, we will not prosecute any case that fails to substantially comply with the procedures outlined above. Finally, we will not prosecute any case where the property owner cannot identify the tenant residing on the property that caused the damage.

CRIMINAL DAMAGE TO PROPERTY

720 ILCS 5/21-1

(1) A person commits an illegal act when he:

(a) knowingly damages any property of another; or

(b) recklessly by means of fire .or explosive damages property of another; or

(c) knowingly starts a fire on the land of another; or

(d) knowingly injures a domestic animal of another without his consent; or

(e) knowingly deposits on the land or in the building of another any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building; or

(f) damages any property, other than as described in subsection (b) of Section 20-1, with intent to defraud an insurer; or

(g) knowingly shoots a firearm at any portion of a railroad train.

When the charge of criminal damage to property exceeding a specified value is brought, the extent of the damage is an element of the offense to be resolved by the trier of fact as either exceeding or not exceeding the specialized value.

It is an affirmative defense to a violation of item (a); (c), or (e) of this Section that the owner of the property or land damaged consented to such damage

(2) The acts described in items (a), (b), (c), (e), and (f) are Class A misdemeanors if the damage to property does not exceed \$300. The acts described in items (a), (b), (c), (e), and (f) are Class 4 felonies if the damage properly does not exceed \$300 if the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. The act described in item (d) is a Class 4 felony if the damage to property does not exceed \$10,000. The act described in item (g) is a Class 4 felony. The acts described in items (a), (b), (c), (e), and (f) are Class 4 felonies if the damage to property exceeds \$300 but does not exceed \$10,000. The acts described in items (a) through (f) are Class 3 felonies if the damage to property exceeds \$300 but does not exceed \$10,000 if the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. The acts described in items (a) through (f) are Class 3 felonies if the damage to property exceeds \$10,000 but does not exceed \$100,000. The acts described in items (a) through (f) are Class 2 felonies if the damage to property exceeds \$10,000 but does not exceed \$100,000 if the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. The acts described in items (a) through (f) are Class 2 felonies if the damage to property exceeds \$100,000. The acts described in items (a) through (f) are Class 1 felonies if the damage to property exceeds \$100,000 and the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. If the damage to property exceeds \$10,000, the court shall impose upon the offender a fine equal to the value of the damages to the property.

For the purposes of this subsection (2), "farm equipment" means machinery or other equipment used in farming.

(3) In addition to any other sentence that may be imposed, a court shall order any person convicted of criminal damage to property to perform community service for not less than 30 and not more than 120 hours, if

community service is available in the jurisdiction and is funded and approved by the county .board of the county where the offense was committed. In addition, whenever any person is placed on supervision for an alleged offense under this Section, the supervision shall be conditioned upon the performance of the community service.

This subsection does not apply when the court imposes a sentence of incarceration.

(4) In addition to any criminal penalties imposed for a violation of this Section, if a person is convicted of or placed on supervision for knowingly damaging or destroying crops of another, including crops intended for personal, commercial, research, or developmental purposes, the person is liable in a civil action to the owner of any crops damaged or destroyed for money damages up to twice the market value of the crops damaged or destroyed.

(Source: P A. 95-553, eff. 6-1-08; 96-529. eff. 8-14-09.)

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Last modified March 4, 2010

MOVE IN/OUT INSPECTION REPORT

ADDRESS:
UNIT DESCRIPTION: _____ SQ FT _____ BR _____ BA
MOVE IN DATE: _____

RESIDENT(S):
MOVE OUT DATE: _____

| <i>Items</i> | <i>Move-in Condition</i> | <i>Move-out Condition</i> |
|----------------------------|--------------------------|---------------------------|
| Kitchen | | |
| Doors | | |
| Walls/Ceiling/Floor | | |
| Range | | |
| Counter Tops | | |
| Sink/Faucet/Disposal | | |
| Refrigerator | | |
| Dishwasher | | |
| Cabinets | | |
| Bathroom | | |
| Doors | | |
| Walls/Ceiling/Floor | | |
| Toilet | | |
| Tub/Shower | | |
| Vanity/Sink | | |
| Living Room | | |
| Doors | | |
| Walls/Ceiling | | |
| Floor/Carpet | | |
| Blinds/Windows/Screens | | |
| Bedroom #1 | | |
| Doors/Closets | | |
| Walls/Ceiling | | |
| Blinds/Windows/Screens | | |
| Floor/Carpet | | |
| Bedroom #2 | | |
| Doors/Closet | | |
| Walls/Ceiling | | |
| Blinds/Windows/Screens | | |
| Floor/Carpet | | |
| Windows | | |
| Smoke Detector | | |
| Locks | | |
| Number of Keys | | |
| Furnace/Heating | | |
| Electrical Fixtures | | |
| Electrical Outlets | | |
| Other | | |

Move In:

Move Out:

 Tenant's Signature & Date

 Property Owner Signature & Date

 Property Owner Signature & Date

Additional Terms and Conditions

As a tenant of _____ (insert address here) _____, I accept responsibility for the care and safekeeping of the property. I will be responsible for the payment of any repairs that result from damage to the property, excluding reasonable wear and tear. I, will notify the property owner and/or the property manager along with local law enforcement immediately if I discover damage has been caused to the property by another individual I agree that if I inflict criminal damage on the owner's property, I may be criminally prosecuted for criminal damage to property (720 ILCS 5/21-1).

Tenant's Signature & Date

Resident's Signature & Date

Tenant's Signature & Date

Resident's Signature & Date

Property Owner Signature & Date

Property Owner Signature & Date