

**CITY OF COUNTRY CLUB HILLS
COOK COUNTY, ILLINOIS**

ORDINANCE NO. OA-09-08

**AN ORDINANCE AMENDING CHAPTER 13, "BUSINESS LICENSING -
AND/OR PERMITS AND REGULATIONS BY ADDING NEW ARTICLE 37,
"RESIDENTIAL RENTAL LICENSE," THERETO**

WHEREAS, the City of Country Club Hills is a home rule unit of local government pursuant to the provisions of Article 7, Section 6 of the Illinois Constitution; and

WHEREAS, as a home rule unit of local government, the City of Country Club Hills has the authority, except as limited by Article 7, Section 6, to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate and license for the protection of the public safety, health, morals and welfare; and

WHEREAS, there has been an increasing amount of criminal activity occurring near to or on premises of rented or leased residential dwelling units located in the City; and

WHEREAS, in order to combat criminal activity that has been occurring near to or on the premises of residential dwelling units located in the City which are rented, the Mayor and City Council of the City of Country Club Hills find that it is necessary, in order to preserve and protect the public safety, welfare and morals of persons who live in or near rented residential dwelling units to require landlords and lessors of residential dwelling units located in the City to attend seminars designed to provide information as to ways in which criminal activity can be reduced in rented residential dwelling units; and

WHEREAS, the Mayor and City Council of the City of Country Club Hills find that in order to provide for the effective and efficient enforcement of the City's building, zoning and property maintenance codes and other ordinances applicable to rented residential dwelling units, that it is in the best interests of the City to license and regulate landlords and lessors of rented residential dwelling units in the City and to create a Crime-Free Multi-Housing Program; and

WHEREAS, the Mayor and City Council find that it will protect and promote the health, welfare and safety of the public for the City to require provisions to be included in leases of residential dwelling units in the City which provide that it is a violation of the lease for a lessee or an occupant of the rented premises to engage in or facilitate criminal activity on the rented premises.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COUNTY CLUB HILLS, COOK COUNTY, ILLINOIS, IN THE EXERCISE OF THE CITY'S HOME RULE POWERS, as follows:

Section 1: The recitals to this ordinance as set forth above are incorporated into and made a part of this Ordinance.

Section 2: Chapter 13, "Business Licensing - and/or Permits and Regulations," is hereby amended by adding new Article 37, "Residential Rental License," thereto, to read as follows:

ARTICLE 37

Residential Rental License

13.37.1 **Definitions:**

For purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this Section.

A. "Applicable ordinances" as used herein refers to all applicable City of Country Club Hills ordinances and codes, including , but not limited to the City's zoning code, building

code, property maintenance code and health and safety codes.

B. "Dwelling unit" means one or more rooms containing cooking, sleeping and sanitary facilities which is designed, occupied or intended for use by an individual, one family or household. A house designed for occupancy is a dwelling unit. Each apartment in a building which contains one or more apartments is a separate dwelling unit.

C. "Licensee" means and includes a person to whom a Residential Rental License has been issued.

D. "Owner" means and includes the following:

(1) any person who alone, jointly, or severally with others has legal title to any land or premises on which a rental dwelling, dwelling unit, rooming house or rooming unit is located; or

(2) any person who acts as a manager or oversees the maintenance, operation or rental of a rental dwelling, dwelling unit, rooming house or rooming unit for a legal title holder or the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located; or

(3) any person authorized to act as the agent of a legal title holder of the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located in connection with management or rental of the rental dwelling, dwelling unit, rooming house or rooming unit; or

(4) any person who is an executor, administrator, trustee or guardian of the estate of a legal title holder of the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located; or

(5) any person who is a mortgagee in possession, or has been appointed to serve as the trustee of the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located.

E. "Person" means a natural person, corporation, partnership, joint venture, limited liability company, trust, unincorporated association and any other entity which has the authority to enter into a contract under the laws of the State of Illinois.

F. "Rental unit" means, except as provided in this subsection F, a single-family attached dwelling, a single-family detached dwelling, a multi-family, where rent in the form of a monetary payment or the provision of services is received from or on behalf of one or more occupants of the unit in return for the right to occupy the unit. A unit occupied by an owner is not a rental unit for purposes of this Article. A rectory, parsonage or similar religious

facility where living quarters are provided for persons who perform religious services or provide religious counseling and/or persons who provide janitorial or maintenance services in consideration for providing such services or counseling is not a rental unit for purposes of this Article. A unit owned by the City of Country Club Hills or another unit of local government or by the State of Illinois or the United States of America is not a rental unit for purposes of this Article.

13.37.2 License Required; Exceptions:

A. Except as provided in Subsection B of this Section 13.37.2, no person, condominium, townhouse or homeowners' association shall lease or otherwise rent or offer to lease or otherwise rent a rental unit unless such person holds a current un-revoked Residential Rental License issued by the City Clerk for the rental unit which is being leased or rented or offered for lease or rental.

B. The City Clerk is hereby authorized to issue a new Residential Rental License for each Rental Unit. No such license shall be issued unless the rental unit meets all applicable requirements of the City Code and all laws of the state regarding rental units.

C. No Residential Rental License shall be issued or renewed unless the applicant owner or operator has first made application on an application form provided by the Director of Housing.

D. The license requirements contained in this Article shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1 *et seq.*, as amended, dealing with the developmentally disabled and other similar uses governed by state or federal laws, rules and regulations.

13.37.3 Term of License:

A Residential Rental License shall be valid from its date of issuance until the next April 30 of each year, unless the Residential Rental License is issued as a temporary license pursuant to the provisions of this Article; provided, that if an application for an initial Residential Rental License is submitted on or after November 1, the license fee shall be one-half (1/2) the annual fee set forth in Section 13.37.5 of this Article. All Residential Rental Licenses s

13.37.4 Application for Initial License and Renewal License:

A. The application for a Residential Rental License and any subsequent renewal of the Residential Rental License shall be made in the name of the legal owner of the premises to be rented, and shall be submitted to the City Clerk on a form to be provided by the Director of Housing. The application shall identify the location of the property to be rented; the name,

address and telephone number(s) of the owner; the name, address and telephone number(s) of the manager or custodian of the property to be rented; the owner's agent for service of process; and such other information as the Director of Community development may reasonably require. Every applicant shall be given a packet of materials containing the following: a Public Safety/Crime Prevention inspection checklist; a Crime-Free Housing Lease Addendum; a letter to the tenant; a current Crime-Free Housing Seminar schedule; and the City's Crime-Free Housing contact information.

B. The owner, as part of its application for an initial Residential Rental License, shall include an authorization which provides the City with the authority to enter onto the premises and inspect the rental unit, on any non-holiday weekday between the hours of 8:00 a.m. and 4:00 p.m. Such authorization shall include authorization to inspect all common areas on or around the premises. The purpose of the inspection shall be to determine whether the premises are in compliance with all applicable codes, ordinances and any other applicable laws, rules or regulations.

C. Applications for the renewal of a Residential Rental License must be submitted to the City Clerk no later than March 1 of each year to renew a license that expires on the following April 30.

D. The application for an initial or renewal Residential Rental License must include the applicable license fee. If the license is denied, the license fee shall be returned to the applicant, unless a temporary license was issued as provided in Section 13.37.5A of this Article.

13.37.5 License/Inspection Fees:

A. The fees for an initial Residential Rental License are as follows:

<u>Residential Units:</u>	<u>Fees:</u>
1-2	\$ 50.00
3-5	\$100.00
6-12	\$150.00
More than 12	\$200.00

B. The fees for the renewal of a Residential Rental License are as follows:

<u>Residential Units:</u>	<u>Fees:</u>
1-2	\$ 50.00
3-5	\$ 50.00
6-12	\$ 50.00
More than 12	\$100.00

C. Neither the sale of a property, nor the suspension or revocation of a license, shall entitle an applicant to a refund of any license fee.

13.37.6 Renewal; License Not Transferable:

A. Application for renewal of a Residential Rental License shall be made in the same manner as for a new license. Application for renewal must be made by March 1 of each year.

B. A Residential Rental License is not transferable either as to location or as to licensee. Each time there is any change in the ownership of a rental unit that is required to be licensed under this Article, the new owner must obtain a new Residential Rental License. Such license shall be applied for and obtained prior to a new owner closing on the purchase and sale of a rental unit. Failure to apply for a new license by a subsequent owner shall result in the revocation of the current license.

13.37.7 Inspections:

A. Initial Inspection:

No Residential Rental License shall be issued or renewed unless the rental unit, along with its common areas and appurtenances has undergone an inspection for compliance with all applicable codes, ordinances and any other applicable laws, rules or regulations. Rental units that undergo a change in ownership shall be subject to an inspection, notwithstanding any other required inspection as a condition precedent to transfer of title or otherwise as set forth in the City Code. The owner shall be provided with an inspection report describing any condition that fails to meet any applicable code, ordinance, and rules and regulations and shall be afforded a reasonable opportunity to correct such conditions. In the event that two follow-up inspections are required to determine compliance, the owner shall pay an additional inspection service charge of \$100.00 for each additional inspection. Payment of said service charge must be paid in full prior to the issuance of a license. Failure to correct said conditions shall result in a suspension or revocation of an existing license, or in the case

of a new license application, the denial of a license application or a revocation.

B. Periodic Inspection:

The designated Building Inspector is hereby authorized and directed to inspect the premises of any rental unit in response to a complaint that there is a violation of this Article or any other applicable code ordinance, law, rule or regulation. Additionally, every rental unit subject to this Article, along with its common areas and appurtenances, shall be subject to periodic inspections by the designated Building Inspector at reasonable times and in a reasonable manner to ensure continuing compliance with this Article or any other applicable code, ordinance, law, rule or regulation. If the owner or occupant of the premises to be inspected does not consent to this inspection, the Director of Housing is authorized to apply to the Circuit Court of Cook County for a warrant that will permit the Building Inspector to enter onto the premises for the purpose of making the inspection. In the event the inspection indicates that conditions exist in or about the premises which violate this Article or any other applicable code, ordinance, law, rule or regulation, the Director of Housing shall take action as provided in Section 13.37.8 of this Article.

C. Reinspection; Suspension of License:

At the end of the time the Director of Housing as allowed for correction of any violation cited, the Building Inspector shall re-inspect the rental unit and if the Building Inspector determines that such condition(s) has not been corrected, the City Clerk or his/her designee may issue an order suspending the Residential Rental License.

13.37.8 Violations:

A. If the Director of Housing determines that a rental unit fails to meet the requirements set forth in this Article or otherwise is in violation of this Article or any applicable code, ordinance, law, rule or regulation, the Director of Housing may (i) revoke the Residential Rental License covering the rental unit as provided in Section 13.37.9 of this Article; (ii) initiate the prosecution or request the initiation of the prosecution of the violation pursuant to Section 13.37.17 of this Article; or (iii) issue a notice to the licensee describing the violation and advising the licensee that the violation must be corrected. This notice shall:

- (1) Be in writing.
- (2) Set forth the violation(s).
- (3) Describe the common area and/or rental unit where the violations are alleged to exist or to have been committed.
- (4) Specify a specific date for the correction of the violation(s).

- (5) State that unless the violation(s) cited are corrected within the time specified for correction of the alleged violation(s), the Residential Rental License may be revoked and/or prosecution initiated for the purpose of the imposition of a fine and/or obtaining injunctive relief.
- (6) Be served personally or by certified mail, return receipt requested, upon the licensee if a Residential Rental License has been issued for the premises upon which the violation is located or occurred and if no Residential Rental License has been issued for the premises, then on an owner of the premises.

B. If the violation is not corrected by the date specified in the notice sent pursuant to Subsection A of this Section, then the Director of Housing shall revoke the Residential Rental License for the premises as provided in Section 13.37.9 or shall initiate enforcement proceedings to prosecute the violation as provided in Section 13.37.17 of this Article; provided, that if the Director of Housing finds that the reason the violation has not been corrected by the date specified in the notice is due to circumstances beyond the control of the licensee, and that reasonable progress has been made towards correcting the violation, the Director of Housing may instead extend the date by which the violation must be corrected from the date initially specified in the notice.

13.27.9 Suspension/Revocation of License; Appeal:

A. The Director of Housing may revoke a Residential Rental License on not less than five (5) days written notice to the licensee and an opportunity for a hearing, whenever the Director finds that the licensee has failed or refused to correct any violation of law or regulation applicable to the property, after reasonable notice and the opportunity to take corrective action.

B. No Residential Rental License shall be issued for any premises for which a prior Residential Rental License was revoked unless the Director of Housing Maintenance determines that all of the conditions that led to the revocation of the prior Residential Rental License have been corrected and that there is a reasonable likelihood that such conditions will not recur should a new Residential Rental License be issued for the premises.

C. Any person whose Residential Rental License has been suspended or revoked shall be entitled to an appeal pursuant to the administrative adjudication hearing procedures set forth in the City Code. Notice of said appeal shall be made in writing and shall be filed with the City Manager within fifteen (15) days following the issuance of a suspension or revocation of the Residential Rental License. If, in the case of an inspection violation-related suspension or revocation, the City finds upon re-inspection that the violations have been corrected and the rental unit is in compliance, the suspension or revocation of the Residential Rental License shall be rescinded or lifted, as the case may be, and the license shall be re-instated.

13.37.10 Crime-Free Housing Seminar Required:

- A. All persons applying for an initial Residential Rental License and all persons who administer, manage, or control the operation of any rental unit in the City of Country Club Hills must attend a Crime Free Housing Seminar administered by the Country Club Hills Police Department prior to being issued a Residential Rental License. The seminar may be attended after the application has been submitted and the license shall be issued after successful completion. The Country Club Hills Police Department in conjunction with the City of Country Club Hills offers this mandatory program in an effort to deter crime on and about rental properties located within the City of Country Club Hills.
- B. In the event a Crime-Free Housing Seminar is not held during the time the application for the initial Residential Rental License is being processed, a conditional initial Residential Rental License may be issued or the duration of an existing conditional license extended to give the applicant the opportunity to attend a City of Country Club Hills Crime-Free Housing Seminar. If a conditional license is issued and the applicant attends and satisfactorily completes the Crime-Free Housing Seminar prior to the expiration of the temporary license, and all other requirements for an initial Residential Rental License are met, then an initial Residential Rental License shall be issued.
- C. If a property owner hires, changes, replaces or ends any person or persons to administer, manage or control the operation of a rental unit, the City shall be notified upon said change and that person or persons must attend the Crime-Free Housing Seminar within three (3) months of said change. Failure to do so shall result in the suspension or revocation of the Residential Rental License.
- D. A licensee and all persons who administer, manage or control the operation of any rental unit shall be required to attend and satisfactorily complete a City of Country Club Hills Crime-Free Housing Seminar every three (3) years.
- E. The Director of Housing may require a licensee may be required to reattend the Crime-Free Housing Seminar at any time for the following reasons:
- (1) If the rental unit is in danger of becoming a nuisance residential rental property as defined in Section 13.37.13 of this Article;
 - (2) If criminal activity has been occurring on the premises for which a Residential Rental License has been issued and the licensee has failed to initiate eviction proceedings; or
 - (3) Two (2) or more violations have been issued against the rental unit.
- The failure of a licensee to attend and satisfactorily complete Crime-Free Housing Seminar

when directed to do so by the Director of Housing as provided in this subsection shall constitute a violation of this Article and shall result in the suspension or revocation of the Residential Rental License .

F. The Crime Free Housing Coordinator, as designated by the Chief of Police of the Country Club Hills Police Department, shall be responsible for scheduling and conducting the City's Crime-Free Housing Seminars. The Coordinator shall provide the City Clerk and the Director of Housing with a list of those persons who have attended the Seminar, along with the date of attendance and verification that the Licensee has complied with this Article and is eligible to obtain an initial Residential Rental License, or renew a Residential Rental License.

13.37.11 **Crime-Free Lease Addendum Required:**

A. Every lease or other agreement for rental of any residential property shall be in writing and shall contain a crime free lease addendum or have a clause in the lease similar to a crime free lease addendum. The Crime Free Housing Coordinator shall provide at no cost, samples of a crime-free lease addendum and shall review any clauses within actual lease with the City Attorney to determine if the clause is similar to the crime-free lease addendum.

B. For purposes of this Article, a crime free lease addendum is a provision which makes it a violation of the lease for a tenant, an occupant of the premises, a guest of the tenant or an occupant of the premises or any other party under the control of the tenant or occupant of the premises with the permission or consent of the tenant or an occupant of the premises, to engage in, facilitate or conspire to commit criminal activity (not limited to violent criminal activity or drug related criminal activity) while on the leased premises. A crime-free lease addendum shall provide the landlord with the authority to evict the tenant in accordance with the Illinois Forcible Entry and Detainer Statute, 735 ILCS 5/9-101 *et seq.*, if it is established by a preponderance of the evidence that a violation of the crime-free lease addendum has occurred.

13.37.12 **Transfer of Leasehold; Tenancy at Will.**

A. Upon transfer of ownership of any residential property in which any rental and/or lease agreement is in existence, the new owner shall request existing tenants or renters to enter into and incorporate into the existing lease the Crime-Free Lease Addendum for the remaining term of such existing lease and/or rental agreement. The failure to or unwillingness to enter into such an addendum by the existing tenants or renters, shall preclude the owner from availing him/herself of the remedies set forth therein should the existing tenant, renter, occupant, guest, or the like violate any provision of this Article.

B. The landlord of every leasehold for which no written lease agreement exists (tenancy at will), including but not limited to a month-to-month leasehold, shall require a tenant at

will to enter into a Crime-Free Lease Addendum, in writing, within sixty (60) days after having received a Residential Rental License or conditional license.

13.37.13 **Nuisance Residential Rental Property:**

It is hereby declared a public nuisance and a danger to the public safety, health, welfare and morals of the City and its residents for any person to permit or allow any of the following:

- (a) the lease of a residential rental unit, to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnaping, aggravated kidnaping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, harmful materials, sale of obscene publications, criminal housing management, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act, or commission of any two or more offenses by imprisonment for a period of more than six (6) months under the laws of the State of Illinois or the United States.
- (b) lease of a residential rental unit to a tenant who allows any of the following offenses to occur on the premises being rented by the tenant: commission of four (4) or more City ordinance violations in a six (6) month period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed in subsection (a) of this Section that when compared to other properties in the City of Country Club Hills of similar type, reasonable indicate that activity on the rented premises is adversely affecting the health, safety, welfare or morals of other persons residing in the area.

13.37.14 **Violation of Crime-Free Lease Addendum:**

It shall be unlawful for any residential property owner, administrator, manager or person in control of the operation of any residential rental unit to permit any tenant to occupy any residential rental unit in violation of any provisions of the "Crime-Free Lease Addendum" required by this Article.

13.37.15 **Enforcement:**

The Director of Housing shall have the duty to enforce the provisions of this Article.

13.37.16 **Penalties:**

A. Violation of this Article, upon conviction thereof, shall be punishable by a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred and fifty dollars (\$750.00). Each day on which a violation of this Article occurs shall be considered a separate and distinct violation. Additionally, any person whose Residential Rental License has been suspended or revoked in violation of this Article shall also be subject to any of the following:

1. Any and all civil remedies available to the City, including injunctive remedies, that a court of competent jurisdiction may impose; and

2. The posting of placard(s) by the City on any portion of property containing a residential rental unit that states that the Residential Rental License has been suspended or revoked and that no new leases may be entered into and no leases may be removed until the proper license is secured. A placard may only be removed by the City upon full compliance with this section.

B. Removal or Defacing of a Placard. No person shall deface or remove a placard posted pursuant to this Section. The defacement or unauthorized removal of a placard by any person shall be subject to a fine in the amount of not less than seventy-five dollars (\$75.00) nor more than seven hundred and fifty dollars (\$750.00) for each day said placard remains in a defaced condition or is removed.

13.37.17 Prosecution of Violations; Injunctions:

Violations of this Article are subject to prosecution under the City's administrative adjudication proceedings. The provisions of this Section shall not preclude the City from using other methods or proceedings to adjudicate alleged violations of this Article, including, without limitation, the institution of an action in the Circuit Court of Cook County, or before another administrative tribunal which has jurisdiction to consider the violation. In the event a person commits repeated violations of this Article, the City may institute an action to enjoin such person from committing further violations of this Article. In the event such action is instituted and an injunction is issued, the person whose conduct is enjoined shall be required to compensate the City for attorneys' fees and other costs incurred in obtaining the injunction.

SECTION 3: Severability. If any section, sub-section, paragraph, sentence, clause, phrase or provision of this Ordinance or the application thereof to any person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the

validity of the remaining portions of this Ordinance or the application of such portion to other persons or circumstances.

SECTION 4: This Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Country Club Hills that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

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

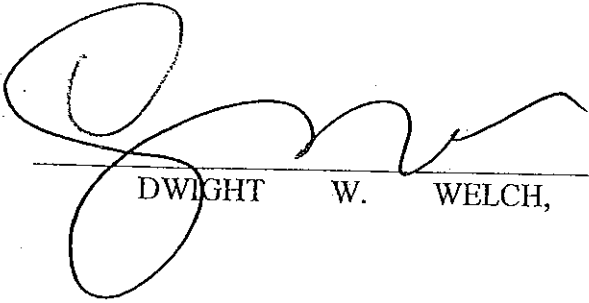
PASSED BY THE FOLLOWING ROLL CALL VOTE this 13th day of October, 2008.

AYES: 10-Aldermen Watts, Hutson, Lee, Battie, Comein, Singleton, Lockett, Martin, Williams, and Ford.

NAYS: 0

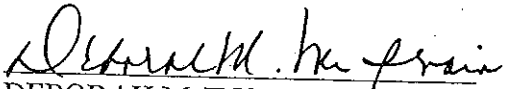
ABSENT: 0

APPROVED this 13th day of October, 2008.



DWIGHT W. WELCH, Mayor

ATTEST:



DEBORAH McILVAIN, City Clerk

