

VILLAGE OF RICHTON PARK
COOK COUNTY, ILLINOIS

ORDINANCE NO. 1603

AN ORDINANCE AMENDING CHAPTER 1467 ("OCCUPANCY INSPECTIONS") OF TITLE 6 ("MISCELLANEOUS BUILDING REGULATIONS") OF THE RICHTON PARK CODE OF ORDINANCES

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RICHTON PARK,
COOK COUNTY, ILLINOIS, THIS 9th
DAY OF November, 2015.

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Richton Park, Cook
County, Illinois, this 9th
day of November, 2015.

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COOK COUNTY, ILLINOIS

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AN ORDINANCE AMENDING CHAPTER 1467 (“OCCUPANCY INSPECTIONS”) OF TITLE 6 (“MISCELLANEOUS BUILDING REGULATIONS”) OF THE RICHTON PARK CODE OF ORDINANCES

WHEREAS, the Village adopted Ordinance No. 1478 on November 8, 2010 to require, among other things, that every lease or agreement for the rental of residential property in the Village must include a crime-free addendum making it a violation for a tenant, guest or occupant of a residential rental unit in the Village to engage in, facilitate, commit, permit or conspire to commit criminal activity while on the rental premises; and

WHEREAS, the Illinois General Assembly has enacted Senate Bill 1547, which became law on August 21, 2015 as Public Act 99-441, which prohibits any municipality from enacting or enforcing an ordinance or regulation that penalizes tenants or landlords for making or permitting police or emergency calls that are intended to prevent or respond to actual or threatened domestic or sexual violence, or that were made on behalf of an individual with a disability; and

WHEREAS, Public Act 99-441 will be effective on November 19, 2015; and

WHEREAS, the corporate authorities of the Village of Richton Park concur with the Illinois General Assembly that neither tenants nor landlords should be penalized or punished for making calls for emergency or police services to respond to actual or threatened incidents of domestic or sexual violence, or that were made by or on behalf of an individual with a disability; and

WHEREAS, the corporate authorities of the Village of Richton Park are of the opinion that the Village’s Crime Free Housing Ordinance should be amended as provided herein to conform with the requirements of Public Act 99-441;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RICHTON PARK, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: That the above and foregoing recitals, being material to this Ordinance, are hereby incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2: That Section 1467.12 (“Crime Free Lease Addendum Required”) of Chapter 1467 (“Occupancy Inspections”) of Title 6 (“Miscellaneous Building Regulations”) of the Code of Ordinances of the Village of Richton Park be in the same is hereby amended to read as follows (additions are indicated by underlining and deletions are indicated by ~~striketrough~~ markings):

1467.12 Crime-Free Lease Addendum Required:

A. Every written lease or other agreement for rental of any residential property shall contain a crime-free lease addendum, or have a clause in the lease similar to a crime-free lease addendum. The Department of Community Development shall provide at no cost, samples of a crime-free lease addendum and shall review any clauses within actual leases with the Village 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.

C. A lease which contains the "(Prototype) Crime-Free Lease Addendum" set forth hereinbelow shall be deemed to be in full compliance with the requirements of this Section:

"(Prototype) Crime-Free Lease Addendum

For the rental unit located at:

_____ (address), Richton Park, IL 60471

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owner's agent or representative) and Resident(s) agree as follows:

1. Tenant, any member of the Tenant's household, a guest or association (whether invited or uninvited) of the Tenant or a member of the Tenant's household, or any person in the unit or guest of Tenant on common grounds, shall not:
 - A. Engage in ~~or any way be involved in~~ any criminal activity or behavior on the property identified in the lease.
 - B. Engage in the unlawful manufacturing, selling, using, storing, keeping, selling or giving of a controlled substance at any location whether in, at, on, or near the property.
 - C. Engage in any act intended to facilitate or that does facilitate criminal activity on the property or common grounds identified in the lease.
 - D. Cause an unreasonably high number of calls for police service including, but not limited to, noise complaints, barking dog complaints, stray animal complaints, juvenile complaints or other public complaints, but excluding calls for police or emergency services identified in Section 1F of this Addendum.
 - E. Engage in any criminal activity that causes an injurious situation that jeopardizes the health and safety of any citizen whether on or near the property identified in the lease.
 - F. Notwithstanding anything to the contrary contained in this Addendum, no tenant or landlord shall be penalized based on the tenant, occupant or guest making or permitting the following calls for police or emergency services:
 - (i) calls for police or emergency services intended to prevent or respond to domestic violence or sexual violence in or about the rental premises;
 - (ii) calls for police or emergency service call needed to prevent or respond to incidents of actual or threatened domestic or sexual violence in or about the rental premises;

- (iii) calls for police or emergency calls if the contact was made by, on behalf of, or otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

G. Notwithstanding anything to the contrary contained in this Addendum, no tenant or landlord shall be subject to any penalty based on an incident of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in or about the rental the premises.

H. The exceptions set forth in Subsections 1F and 1G of this Addendum are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this Article, including but not limited to eviction.

~~2. Tenant or any member of Tenant's household shall not:~~

- ~~A. Engage in or any way be involved in any criminal activity or behavior in the Village limits of Richton Park.~~
- ~~B. Engage in any act intended to facilitate or that does facilitate criminal activity in the Village limits of Richton Park.~~

2. Criminal activity for purposes of Sections 1 and 2 are is defined as any behavior or conduct that meets the definition of any village ordinance, or misdemeanor or felony offense as described in the Illinois Compiled Statutes, as now or as may hereafter be amended, including but not limited to:

1. Disorderly conduct, as defined in 720 ILCS 5/26-1;
2. Unlawful use of weapons, as defined in 720 ILCS 5/24-1 et seq.;
3. Mob action, as defined in 720 ILCS 5/25-1;
4. Discharge of firearm, as defined in 720 ILCS 5/24-1.2 and 5/24-1.5;
5. Gambling, as defined in 720 ILCS 5/28-1;
6. Possession, manufacture or delivery of controlled substances, as defined in 720 ILCS 70/401 et seq.;
7. Assault, battery or offenses related thereto, as defined in 720 ILCS 5/12-1 et seq.;
8. Sexual abuse or related offenses, as defined in 720 ILCS 5/12-15 et seq., but only as to the perpetrator of such violence;
9. Public indecency, as defined in 720 ILCS 5/11-9;
10. Prostitution, as defined in 720 ILCS 5/11-14;
11. Criminal damage to property, as defined in 720 ILCS 5/21-1 et seq.;
12. Possession, cultivation, manufacture or delivery of cannabis, as defined in 720 ILCS 550/1 et seq.;
13. Illegal consumption or possession of alcohol, as defined in 235 ILCS 5/1 et seq.; and

14. Criminal street gang activity, as defined by 740 ILCS 147/10.
15. Domestic violence as defined by 750 ILCS 60/101 et. seq., but only as to the perpetrator of such violence.

3. EXCEPTIONS: Criminal activity for purposes of Section 1 does not include the following:

1. calls for police or emergency services by a tenant, occupant or guest that are intended to prevent or respond to domestic violence or sexual violence in or about the rental premises;
2. calls for police or emergency services by a tenant, occupant or guest that are needed to prevent or respond to incidents of actual or threatened domestic or sexual violence in or about the rental premises;
3. calls for police or emergency calls if the contact was made by, on behalf of, or otherwise concerning an individual with a disability, where the purpose of the contact was related to that individual's disability.
4. an incident of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in or about the rental premises is not considered criminal activity for purposes of Section 1, except as to the perpetrator of such violence.

4. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL, AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any provision of this added addendum shall be deemed a serious violation and material non-compliance with the lease. Any violation of the above provisions will still be considered a violation regardless of whether or not the Tenant could not control the behavior of other occupants of the unit, could not foresee, or did not have knowledge of the violation. It is understood and agreed that a single violation shall be good cause for IMMEDIATE-termination of the lease under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY PREPONDERANCE OF THE EVIDENCE. Preponderance of the evidence can be determined by but not limited to a police report, police citations, information received from the police department or a police officer, or any observations made by the landlord or his agent.

5. Tenant consents to venue in the Sixth Municipal District in Cook County in the event Owner initiates legal action against the Tenant.

6. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purpose of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signer, occupant or guarantor, if ~~waived~~ served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signer, occupant or guarantor may reside

at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the Initial lease."

D. In the event the Landlord initiates eviction proceedings based on the Tenant's violation of the crime-free lease addendum, the Village will, at no charge to the Landlord and without the necessity for subpoena, cooperate by arranging for Village staff who have relevant information to testify at any such legal proceeding.

E. Notwithstanding anything to the contrary contained in this Section 1467.12, no tenant or landlord shall be penalized under this ordinance or any regulation adopted pursuant to this ordinance based on making or permitting the following calls for police or emergency services:

1. Police or emergency service calls intended to prevent or respond to domestic violence or sexual violence;
2. Police or emergency service call needed to prevent or respond to incidents of actual or threatened domestic or sexual violence;
3. Police or emergency calls if the contact was made by, on behalf of, or otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

F. Notwithstanding anything to the contrary stated in this Section 1467.12, no tenant or landlord shall be subject to any penalty under this ordinance or any regulation adopted pursuant to this ordinance based on an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in the dwelling unit or on the premises.

G. The exceptions set forth in Subsections E and F are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this ordinance, including but not limited to eviction.

SECTION 4: That Section 1467.14 ("Nuisance Residential Rental Property Violations by Tenants") of Chapter 1467 ("Occupancy Inspections") of Title 6 ("Miscellaneous Building Regulations") of the Code of Ordinances of the Village of Richton Park be in the same is hereby amended to read as follows (additions are indicated by underlining and deletions are indicated by ~~strikethrough~~ markings):

1467.14 Nuisance Residential Rental Property Violations by Tenants:

It is hereby declared a public nuisance and a danger to the public safety, health, welfare and morals of the Village and its residents for any tenant of residential property to:

(a) Knowingly allow any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, ~~obscenity~~, child pornography, ~~harmful materials~~, sale of obscene publications, ~~criminal housing management~~, possession of explosives, unlawful use of weapons, unlawful 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 months under the laws of the State of Illinois or the United States.

(b) Knowingly allow any of the following offenses to occur on the premises being rented by the tenant: commission of four or more Village ordinance violations in a six-month period or violations that may fall within the descriptions listed in subsection (a) of this Section, 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 Village of Richton Park of similar type, reasonably indicates that activity on the rented premises is adversely affecting the health, safety, welfare or morals of other persons residing in the area.

(c). Exceptions.

(1) Notwithstanding anything to the contrary contained in this Section, no tenant or landlord shall be subject to any penalty under this ordinance for permitting or allowing a nuisance on the rental premises based on the following conduct by a tenant, an occupant of the premises, a guest of the tenant or occupant of the premises or any other party under the control of the tenant or occupant of the premises or with the permission or consent of the tenant or occupant of the premises:

- (i) making or permitting to be made calls for police or emergency services intended to prevent or respond to domestic violence or sexual violence;
- (ii) making or permitting to be made calls for police or emergency services needed to prevent or respond to incidents of actual or threatened domestic or sexual violence;
- (iii) making or permitting to be made calls for police or emergency services by, on behalf of, or otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

(2) Notwithstanding anything to the contrary stated in this Section, no tenant or landlord shall be subject to any penalty under this ordinance based on an incident or incidents of actual or threatened domestic violence or sexual violence against a

tenant, household member or a guest occurring in the dwelling unit or on the premises.

- (3) The exceptions set forth in Subsections (c)(1) and (c)(2) are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this ordinance, including but not limited to eviction.

SECTION 5: That Section 1467.15 (“Violation of Crime-Free Lease Addendum by Landlord; Pre-Enforcement Due Process; Additional Limitation”) of Chapter 1467 (“Occupancy Inspections”) of Title 6 (“Miscellaneous Building Regulations”) of the Code of Ordinances of the Village of Richton Park be in the same is hereby amended to read as follows (additions are indicated by underlining and deletions are indicated by ~~strikethrough~~ markings):

1467.15 **Violation of Crime-Free Lease Addendum by Landlord;
Pre-Enforcement Due Process; Additional Limitation:**

(a) It shall be unlawful for any landlord 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.

~~(b) In the event the Village brings an action based on nuisance residential rental property violations by a tenant, the Village shall not join the landlord as a party unless required to by court order.~~

~~(b)~~ No enforcement action shall be filed against a landlord unless the Village first notifies the landlord of the claimed violation and offers the landlord an opportunity to meet with Village representatives in order to determine whether the claimed violation may be resolved short of a judicial enforcement proceeding. Absent an emergency, such pre-enforcement notice and opportunity to be heard will be given to the landlord at least twenty-one days prior to the initiation of any enforcement action.

(c) Notwithstanding anything to the contrary contained in this Section, no tenant or landlord shall be considered in violation of this ordinance, or subject to any penalty or punishment under this ordinance based on the following conduct by a tenant, an occupant of the premises, a guest of the tenant or occupant of the premises, or any other party under the control of the tenant or occupant of the premises or with the permission or consent of the tenant or occupant of the premises:

- (1) making or permitting to be made calls for police or emergency services intended to prevent or respond to domestic violence or sexual violence;

- (2) making or permitting to be made calls for police or emergency services needed to prevent or respond to incidents of actual or threatened domestic or sexual violence;
- (3) making or permitting to be made calls for police or emergency services by, on behalf of, or otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

(d) Notwithstanding anything to the contrary stated in this Section, no tenant or landlord shall be considered in violation of this ordinance, or subject to any penalty or punishment under this ordinance based on an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in the dwelling unit or on the premises.

(e) The exceptions set forth in subsections (c) and (d) are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this Article.

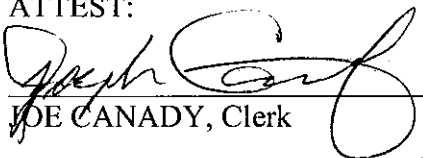
SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law

PASSED AND APPROVED this 9th day of November, 2015.



 RICHARD REINBOLD, President

ATTEST:



 JOE CANADY, Clerk

Ayes: 6

Nays: 0

Absent: 0

Abstain: 0

FIRST READING _____