

Ord. #22- 38

**AN ORDINANCE OF THE VILLAGE OF LYNWOOD, ILLINOIS AMENDING
THE CODE OF THE VILLAGE OF LYNWOOD, ILLINOIS, CHAPTER 18,
“BUILDINGS AND BUILDING REGULATIONS”, ARTICLE IV, “MULTIFAMILY
RENTAL BUILDINGS”**

WHEREAS, the Lynwood Police Department has recommended that the Village’s crime and nuisance-free housing ordinance, in order to promote the health and safety of the Village’s residents; and,

WHEREAS, several updates are required to the Village’s crime and nuisance-free housing ordinance in order to ensure its enforcement is consistent with Illinois law; and,

WHEREAS, the President and Board of Trustees have considered the Police Department’s recommendation and the updates set forth herein and find that it is in the best interest of the Village to amend the Code of Ordinances, Chapter 18, “Buildings and Building Regulations”, Article IV, “Multifamily Rental Buildings,” for the purposes stated in the prior recitals.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Lynwood, Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the Village President and Board of Trustees.

Section 2. Amendment of Chapter 18, “Buildings and Building Regulations”, Article IV, “Multifamily Rental Buildings”. Section 18-275 of the Code of Ordinances, Village of Lynwood, Illinois, is hereby amended to read as follows:

Sec. 18-275. Crime and nuisance-free housing.

(a) *Registration requirement.* Any person, corporation, partnership or other business entity, condominium, townhouse, cooperative membership association or homeowners' association engaged in the business of renting any dwelling unit to the public, the operation of a rental dwelling unit, rooming house or rooming unit shall register with the village for the specific location. A dwelling unit may not be rented and no new lease may be entered into and no lease may be renewed until registration is secured pursuant to this section. Furthermore, any residential real property that is not owner-occupied shall be subject to the ordinance from which this section derives.

(b) *Exception.* The registration requirement pursuant to this section shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1, et seq., dealing with the developmentally disabled or to other similar uses governed by state or federal laws, rules or regulations.

(c) *Registration.* The registration for a 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 village on a form to be provided by the village. The application shall identify the location of the property; the name, address (P.O. box numbers are not allowed) and telephone number(s) of the owner; the name, address and 24-hour telephone number(s) of the manager or custodian of the property; the owner's agent for service of process; and such other information as the village may reasonably require. The owner(s) of the property shall certify that the information provided on the registration is true and correct. Every applicant shall be given a packet of materials containing the following: A public safety/crime/nuisance prevention inspection checklist; a crime and nuisance-free housing lease addendum; a letter to tenant; and the village's crime and nuisance-free housing contact information,

(d) *Pre-issuance, public safety/crime prevention.* No rental dwelling unit shall be authorized for occupancy unless the rental dwelling unit, along with its common areas and appurtenances has undergone a public safety/crime/nuisance prevention inspection. Rental dwelling units that undergo a change in ownership shall be subject to a rental dwelling unit public safety/crime/nuisance prevention inspection, notwithstanding any other required inspection as a condition precedent to transfer of title or otherwise set forth under and pursuant to other sections of this Code. The owner shall be provided with an inspection report describing any condition(s) that fails to meet the public safety/crime/nuisance prevention guidelines and shall be afforded a reasonable opportunity to correct such conditions. In the event that more than 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 made in full prior to the issuance of any authorization for occupancy. Failure to correct said conditions shall result in tickets being issued for failure to comply with this section.

(e) *Periodic inspection.* Every rental dwelling unit subject to this section, along with its common areas and appurtenances, shall be subject to periodic public safety/crime/nuisance prevention inspections by the village at reasonable times and in a reasonable manner to ensure continuing compliance with this section and with all applicable laws, rules and regulations. Whenever it appears pursuant to an inspection or otherwise that conditions or practices exist that violate the provisions of this section or any applicable laws, rules or regulations, the village shall serve written notice upon any property owner of such violation, providing for what action is necessary to correct the violation and a time by which the violation must be corrected. Violations not corrected within the time set forth in the written notice shall result in the issuance of tickets for violation of this section.

(f) *Crime and nuisance-free housing seminar.* All persons encompassed by the ordinance from which this section derives and all persons who administer, manage, or control the operation of any rental dwelling unit must attend a crime and nuisance-free housing seminar, administered by the Lynwood Police Department or by any other approved municipal agency within three months of registering pursuant to this section. If a property owner hires, changes, replaces or adds any person or persons to administer, manage or control the operation of a rental

dwelling unit, the village shall be notified upon said change and that person or persons must attend the crime and nuisance-free housing seminar within three months of said change. Failure to do so shall be deemed a violation of this section. All persons who own rental property and all persons who administer, manage or control the operation of any rental dwelling unit shall attend a crime and nuisance-free housing meeting with representatives from the Lynwood Police Department every three years to update information and procedures from the crime and nuisance-free housing program. Failure to do so shall be deemed a violation of this section.

(g) *Attendance records.* The chief of police shall designate a crime and nuisance-free housing coordinator, who shall maintain a list of those persons who have attended a crime and nuisance-free housing seminar and the date of attendance.

(h) *Crime and nuisance-free lease agreement addendum.* Every cooperative housing agreement, lease, renewal of lease or other such agreement for the rent or lease of any residential property shall include the following language (available upon request to the Village Clerk):

CRIME FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. The tenant, any member of the tenant's household, any guest or other person or persons associated with the tenant or his or her household, common areas or appurtenances:
 - a. Shall not engage in any quasi-criminal or criminal activity as defined by local, state, or federal law, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession, and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Shall not engage in any act intended to facilitate any quasi-criminal or criminal activity and/or obstruct or resist any law enforcement against criminal activity.
 - c. Shall not permit and/or allow the dwelling unit, common areas or appurtenances to be used for or facilitate any quasi-criminal or criminal activity as defined by local, state, or federal law.
 - d. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance

as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises.

e. Shall not engage in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating as prohibited in, assault as prohibited in, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.

2. VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious, material, and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction but shall only require a preponderance of the evidence.

3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.

5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.

6. Notwithstanding anything to the contrary contained in this Addendum, no person shall be penalized based upon a call or calls to police or emergency services in order to prevent, respond to or otherwise direct police or emergency services in addressing domestic violence or sexual violence in or about the dwelling unit. This exception shall not apply to the actual perpetrator(s) of domestic violence or sexual violence occurring in the dwelling unit or on the premises, with said perpetrator(s) being subject to all penalties provided for in this Addendum.

7. Notwithstanding anything to the contrary contained in this Addendum, no person shall be penalized based upon a call or calls to police or emergency services in order to prevent, respond to or otherwise direct police or emergency services in addressing any individual with a disability, where the purpose of the contact was related to that individual's disability.
8. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident Signature

Date

Resident Signature

Date

Property Owner/Manager Signature

Date

Address of Rental Property

- (i) *Transfer of leasehold, tenancy at will.*
- (1) Upon transfer of ownership of any residential property through which any rental and/or lease agreement is in existence, the new owner shall make a reasonable request upon existing tenants or renters to enter into and incorporate into the existing lease the crime and nuisance-free lease addendum set forth above for the remaining term of such existing rental and/or lease agreement.
- (2) The landlord of every leasehold or owner of any residence 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 or any other nonowner-occupant to enter into a crime and nuisance-free lease addendum set forth above, in writing, within 60 days of registering with the village pursuant to this section.
- (j) *Violation of crime and nuisance-free lease addendum.* It shall be unlawful for a residential property owner, administrator, manager or person in control of the operation of any rental dwelling unit to permit any tenant to occupy any residential rental property in violation of any provision of the crime and nuisance-free lease addendum set forth above.
- (k) *Administrative adjudication of violations.* Any violation of this section shall be subject to adjudication pursuant to the provisions of this Code.

- (l) *Penalties.* Any person who shall be deemed to be in violation of this section and shall be subject to any of the following:
- (1) A fine in an amount of not less than \$50.00 and no more than \$500.00, per unit for each day the violation exists;
 - (2) Any and all civil remedies available to the village, including any and all injunctive remedies, that a court of competent jurisdiction may impose;
 - (3) The posting of a placard(s) by the village on any portion of a property containing a residential dwelling unit that provides that the owner of the property is in violation of the Lynwood Crime and Nuisance-Free Housing Ordinance and that no new leases may be entered into and no leases may be renewed until they come into compliance with the same. A placard may only be removed by the village upon full compliance with this section.
- (m) *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 an amount not less than \$50.00 and no more than \$500.00, for each day said placard remains in a defaced condition or removed.
- (n) Notwithstanding anything to the contrary contained herein, no tenant or landlord shall be penalized under this chapter 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.
- (o) Notwithstanding anything to the contrary herein, no tenant or landlord shall be subject to any penalty under this chapter 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.
- (p) The exceptions set forth in subsections (n) and (o) 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 chapter, including but not limited to eviction. This ordinance shall be applied consistently with 65 ILCS 5/1-2-1.5 and applicable law.

Section 3. Repeal of Conflicting Ordinances. All other ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions and sections of this Ordinance shall be deemed severable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

ADOPTED by the President and Board of Trustees of the Village of Lynwood, Cook County, Illinois, at a meeting legally assembled on the 8th day of Nov., 2022, on motion of Trustee hilly, seconded by Trustee Clark, carried on the "aye" votes of Trustees Seaves, hilly, Dunlap, Blakey,

Clark, Marshall.

Voting "nay": None

Abstain: None

Present: None

Absent: None

[Signature]
Village Clerk

APPROVED BY ME THIS
8th day of Nov., 2022.

[Signature]
VILLAGE PRESIDENT

Passed: 11/8, 2022
Approved: 11/8, 2022
Published in pamphlet form: 11/8, 2022