

**CITY OF COUNTRYSIDE**

**ORDINANCE 15- 40 -O**

**ORDINANCE OF THE CITY COUNCIL, CITY OF COUNTRYSIDE  
IMPLEMENTING CRIME FREE RENTAL HOUSING**

**WHEREAS**, this Ordinance is intended to promote the reduction in crime with regulations that require the land/building owners to be annually licensed by the City by issuing a Rental Housing License when application and forms are completed with tenant records as required by the City of Countryside Police Department along with "Crime Prevention Through Environmental Design" (CPED) building construction standards.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COUNTRYSIDE, ILLINOIS:**

**SECTION 1:** That, Section 8-14 of Chapter 14 of Title 8 of the City of Countryside Code is created in its entirety; and shall be and read as follows:

**8-14 -1 Crime Free Rental Housing Program**

**Scope:**

This Code shall apply to and in conjunction with the City of Countryside all real property located within the incorporated limits of Countryside, Illinois, which contain one or more Rental Units, as defined herein below.

**Crime Free Rental Housing Program:** A system of rules used to educate rental housing unit owners, owner's managers and/or agents for the control and record keeping for any municipal violation or criminal activity as defined by local, state or federal law. This includes the environmental design for rental housing units and facilities.

**Rental Unit:** An independent dwelling unit not occupied by the owner as a primary or secondary residence. See "Residential Rental Housing" definition.

**Residential Rental Housing:** A dwelling, townhouse, condominium, dwelling unit, rooming unit, building, premise or structure for residential use by a person or persons who is not the legal owner of record. Units occupied by immediate family as herein defined are not considered residential rental housing. This Code is not intended to, and does not, apply to hotels, motels, nursing homes or assisted living facilities.

**Immediate Family:** Kinship members including:

Mother: a female parent

Father: a male parent

Son: a male child of the parent(s)

Daughter: a female child of the parent(s)  
Brother: a male child of the same parent(s)  
Sister: a female child of the same parent(s)  
Grandfather: a parent's father  
Grandmother: a parent's mother  
Grandson: a child's son  
Granddaughter: a child's daughter

#### **8-14-2 Responsible Department for Crime Free Rental Housing Program:**

The Crime Free Rental Housing Program will be coordinated by the City of Countryside Police Department through the Chief of Police or his/her designee.

#### **8-14-3 Enforcement:**

The City Police Department shall administer this Code and may delegate such duties and responsibilities in connection with the administration and enforcement of this Code to such persons as are appropriate for conformance through respective Department chain of command. The Chief of Police, may, when circumstances dictate, call upon the County, State, Fire District or other authorities, agencies, codes or regulations in identifying and correcting conditions in rental housing which constitute violations of this Code or other duly enacted ordinances, regulations, or laws as applicable.

#### **8-14-4 Crime Free Rental Housing:**

The landlord or managing agent will be in violation of this Code if he/she has not complied with all "Crime Free Rental Housing" requirements as stated herein. The Chief of Police or his/her designee shall designate a Crime-Free Rental Housing co-coordinator, who shall be responsible for conducting the Crime Free Rental Housing Seminars and maintain a list of the attendees and their dates of attendance.

#### **8-14-5 CRIME FREE PROGRAM:**

##### **1. Owner Responsibilities:**

"Owners" and "owner's agents" must comply with all rules and regulations required in the Crime Free Rental Housing Program.

a. Owners or "owner's agent" must advise prospective tenants of the City's Crime Free Rental Housing Program, as defined in Section 8-14 of this Code.

b. All owners or owners' agents shall require a signed lease, identifying all tenants eighteen (18) years of age or older.

c. All landlords shall incorporate into the body of all leases or rental agreements, or renewals of leases or rental agreements, the first and last legal names, gender and date of birth of all individuals who will reside at the rental property during the term of the lease. All such landlords shall also require their tenants, as a condition of their lease, to provide written notice containing the first and last legal names, gender and date of birth of any guests who will be temporarily residing at the rental property for more than a calendar week (seven (7) consecutive days).

d. Owners or owner's agents must have all adult tenants sign the Crime Free Lease addendum that must read as follows:

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

The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household:

1. Shall not engage in any criminal activity or violation of municipal codes or ordinances or any other violations of local, state or federal law on or near the rental unit, common areas or appurtenances;
2. Shall not engage in any act intended to facilitate any violation of local municipal ordinances or codes or any other violations as defined by local state or federal law and/or obstruction or resistance of law enforcement efforts against criminal activity on or near the rental unit, common areas or appurtenances;
3. Shall not permit on or near the rental unit, common areas or appurtenances to be used for or to facilitate any violations of local municipal ordinances or codes or any other violations of local, state or federal law.
4. Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant, or his/her household, violate any provisions stated herein on or near the rental unit, common areas or appurtenances, such a violation shall constitute a material noncompliance with the lease and shall further constitute grounds for termination of tenancy and eviction
5. Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of violation shall not require criminal conviction, but the tenant understands and agrees that an arrest for a described violation or criminal activity shall be sufficient evidence of a violation and grounds for termination of tenant's tenancy and occupancy.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
7. It shall constitute a violation of this Chapter for any owner or owner's agent to knowingly permit any tenant to occupy any Residential Rental Property in violation of any provision of the Crime Free Housing Act. In the event that activity or conduct has occurred on the Residential Rental Property in violation of any of the terms of the Crime Free Housing Act, it shall be the responsibility of the owner or owner's agent to take all reasonable action to enforce the terms of the Act. Any failure of an owner to take reasonable action to enforce the terms of the Crime Free Housing Act after having been notified by the Countryside Police Department of activity or conduct occurring on the Residential Rental Property in violation of the Act, and after having been given a reasonable opportunity to remedy such activity or conduct, shall be sufficient grounds for the suspension or revocation of his or her Residential Rental License as provided under this Chapter.”

**8-14-6 Tenant Access to Owner or Owner's Agent:**

The owner or owner's agent of a Rental Residential Property shall provide each tenant or occupant with the name and telephone number of a responsible person, or managing agent, who in emergency situations will be available on a twenty-four (24) hour basis and who has the authority to make repairs as needed for occupancy.

**8-14-7 Maximum Number of Tenants Notification:**

The owner of a Rental Residential Property shall inform each tenant or occupant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards set forth in the City Codes.

**8-14-8 Tenant Records Access:**

The owner or owner's agent of a residential rental property shall make available to the Crime Free Housing Coordinator and/or Chief of Police or their designees, upon request, the following: the signed lease, the crime free rental addendum, credit history, and background checks as required to be maintained by this Code.

**8-14-9 Sub-Leasing:**

The owner or owner's agent must advise all tenants that sub-leasing is not allowed without prior approval of the owner/managing agent and compliance with the "Crime Free Rental Housing Program" requirements.

**8-14-10 Security, Crime Free Rental Housing Program Requirements:**

The following requirements provide "Crime Prevention through Environmental Design" (CPTED). Each Rental Unit must comply with these requirements:

- a. Deadbolts with three inch (3") screws secured into the building framing for strike on all Unit entry doors.
- b. Anti-lift slide devices on sliding doors and windows on the first floor, garden levels and accessible second levels.
- c. Adequate security lighting for all hallways, entryways and parking lots and common areas.
- d. Proper trimming of trees and shrubs, eliminating hiding places.
- e. Eye views on entry doors with 180° degree view.
- f. All multi-unit buildings must have the building address in clear view on the front and back of the building. Single residences must have the building address in clear view on the front of the building. Each of the figures of every such address on any residence or apartment building shall no be less than four inches (4") in length.
- g. Buzzer type entry security system must be in proper working order from all of the Dwelling Units in every multi-unit building with common entrances. All front and back entry doors must be locked at all times.

### **8-14-11 Nuisance Residential Rental Property:**

It is hereby declared a nuisance and declared to be against the health, safety, peace, and comfort of the City for any property owner or owner's agent to allow or permit the following:

- a. Rental of a Rental Unit, or Residential Rental Property, to a tenant who allows any of the following offenses to occur on or near the rental unit, common areas or appurtenances related to the tenant: murder, kidnapping, sexual assault, robbery, burglary, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale or distribution 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 other crime under state or federal law not specifically listed above. Prohibition of these offenses applies also to members of the tenant's household, guests or other parties under control of the tenant.
- b. Rental of a Rental Unit, or Residential Rental Property to a tenant who allows any of the following offenses to occur on or near the rental unit, common areas or appurtenances relating to the tenant: commission of four (4) or more City ordinance violations in a six month period.
- c. The City Police Department Crime Free Housing Co-Coordinator will attempt to assist property owners in proceedings for the eviction of tenants that have committed any of the above-referenced offenses.
- d. For purposes of Subsection a and b, above, it shall be sufficient evidence that a described offense occurred if the offender has been arrested or cited for one or more of the offenses described in Subsections a or b.

### **8-14-12 Required Class Training:**

The owner of any Rental Residential Property, and when applicable, the property management agent of any Rental Residential property, shall register, attend and successfully complete a landlord "Crime Free Rental Housing Program" training class conducted by the City within three (3) months from the date of the issuance of a license or renewal license for a Rental Residential Property.

- a. An owner or property agent of any Rental Residential Property who successfully completes the City landlord training class for "Crime Free Rental Housing Program" shall not be required to attend and complete a landlord training class following the issuance of any subsequent license or renewal license for any Rental Residential Properties as long as all Properties stay in compliance with the "Crime Free Rental Housing Program" requirements. If a residential rental property owner or agent has successfully completed and received a certificate of completion of the required "Crime Free Rental Housing" training class meeting the requirements of this Code in the last five (5) years, the class requirement will be waived with verification of the certificate.
- b. If the "Crime Free Rental Housing Program" class is not attended or certification is denied, the Residential Rental license for all properties owned or managed by that

owner or property manager will be denied or revoked. Penalties set forth in this Code for non-license compliance will be applicable.

- c. When a new property agent is hired for a Rental Residential Property and that property agent has not attended and successfully completed a landlord training class for "Crime Free Rental Housing Program" by the City, the new property agent shall attend and successfully complete this class within three (3) months from the date of the person's hiring as the property agent for the Rental Residential Property.

**8-14-13 Fees:**

Crime Free Rental Housing Training Fee:

The cost of the required training classes as administered by the City of Countryside Police Department shall be free of charge.

**8-14-14 Penalties:**

1. Failure to complete the Crime Free Rental Housing Training is \$250.00 each day not completed.
2. Failure to comply with the Crime Free Rental Housing requirements is \$300.00 for each violation.

**8-14-15 Severability:**

Should any section or provision of this Code be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

**8-14-16 Effective Date:**

This Code shall take effect and be in full force immediately upon approval of the City Council. After the effective date of this Code it shall be unlawful for any owner, as defined herein, to lease or operate Residential Rental Housing without registering each Rental Unit with the City and obtaining a license to operate it as Residential Rental Housing and complying with the provisions of this Code, together with other applicable codes and ordinances of the City.

**SECTION 2:** This Ordinance shall not be held to repeal a former ordinance as to any offense committed against the former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatsoever affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred to any right accrued to claims arising before this Ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceedings, as far as practicable.

**SECTION 3:** That if any part or parts of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this Ordinance. The City Council declare hereby that they would have passed the remaining parts of this Ordinance, if they had known that such part or parts thereof would be declared unconstitutional.

**SECTION 4:** The City Clerk of the City of Countryside is directed hereby to publish this Ordinance in pamphlet form.

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.


AYES: Benson, Jasinski, Mikolyzk, Musillami, Pondelicek, Von Drasek

NAYS: None

ABSENT: None

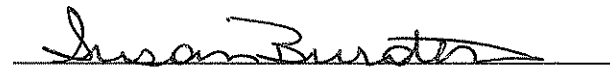
ADOPTED this 9<sup>th</sup> day of September, 2015.

APPROVED by me the same date as adopted.


  
\_\_\_\_\_  
Mayor

ATTEST:

(SEAL)

  
\_\_\_\_\_  
City Clerk

Published in pamphlet form by order of the  
City Council this 29<sup>th</sup> day of September, 2015.

  
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City Clerk