

village of Alsip



Crime Free



Multi-Housing Program

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Chapter 1

WHAT IS THE CRIME FREE MULTI-HOUSING PROGRAM?

WHERE IT BEGAN

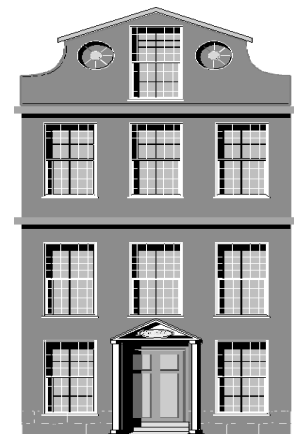
The CRIME FREE MULTI-HOUSING PROGRAM began in Mesa, Arizona in July 1992. It has spread across the United States and to Canada in a very short time. It was designed to be law enforcement driven.

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 condos and homes. The first phase is the completion of an eight-hour program taught by attorneys, Alsip Police and Fire personnel. Frequently, guest speakers will also attend to address specific topics relating to rental properties. This Alsip 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.T.E.D. 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 an eight hour Saturday or two four hour 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. Small property owners (without an office) are encouraged to utilize a binder to present information to prospective tenants. **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 (for apartment and condo communities)

In the second phase of the program a representative of the Alsip Police Department will inspect the apartment or condo community 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. Deadbolts on all entry doors w/ spin collar at least 1" bolt.
2. 180-190 Degree Eye Viewers on all entry doors.
3. Anti-Lift / Slide Devices on sliding doors and windows
4. 2" to 3" screws in strike plate.
5. Proper Landscaping
6. Adequate Security Lighting

PHASE THREE: SAFETY SOCIAL (for apartment and condo communities)

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 MULTI-HOUSING 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.

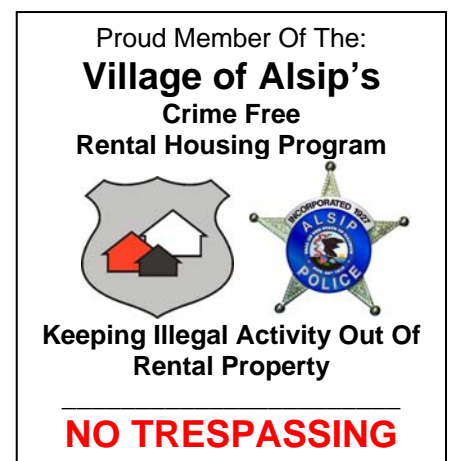
FULL CERTIFICATION (for apartment and condo communities)

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

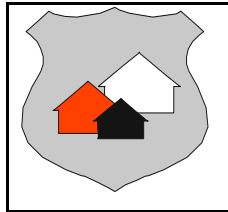
There may be a minimal one-time registration fee for each sign (to cover costs). **The use of the sign is granted by the Village of Alsip. The Village of Alsip reserves the right to revoke the use of said sign by any property at any time.** Permission to display the sign is automatically revoked if the property is sold.



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.

Chapter 2

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 who suddenly becomes interested in home security systems.)



Once a crime problem has gotten 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.



3%-5% Of Serious Habitual Offenders are Responsible For A Majority Of Violent Offenses.

MANAGING YOUR RISKS

SEVERAL TYPES OF RISK MANAGEMENT:

1. RISK AVOIDANCE (Avoid Risks By):

- Active management**
- Written Rules & Leases**
- Written Policies & Procedures**
- Tenant Screening Policies**
- Written Eviction Policies**
- Maintenance Repair Policies**

2. RISK REDUCTION (Reduce Your Losses By):

- Engrave Valuables**
- Secure Interior Rooms**
- Empty Coin Boxes Regularly**
- Limit Petty Cash Boxes**
- Frequent Bank Deposits**
- No "Cash" Policies**

3. RISK TRANSFERENCE (Spend Money To Save Money):

- Insurance**
- Good Safes To Hold Money**
- Surveillance Equipment**
- Alarms**
- Security / Courtesy Patrols**
- Good Locks / Security Devices**

4. RISK SPREADING (Spread Valuables Around):

- Multiple Cash Locations / Stashes**
- Reduces The Likelihood of Large Losses**

5. RISK ACCEPTANCE: (Accept Risk- Not Good Business Sense)

- Accept All Risks**
- Accept Remaining Risks You Can't Minimize.**



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 have a crime because there is no **TARGET**.

SCENARIO TWO (Eliminate DESIRE)



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.

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. Although safety socials (Phase 3) are utilized when an entire apartment community or condo association moves toward full certification, the small property can also support this concept. You can foster good will and show your care for the community by assisting with organizing a Neighborhood Watch program in the neighborhood where your rental property is located. Is this a waste of time or a **smart investment** of your time? Why not protect your property (your investment)? Sounds like a wise idea!

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.

The Village of Alsip has a total of 7,850 housing units. There are 5,145 single family homes with approximately 2,705 (29%) of those being apartments. There are 3,229 multi-family units (condos and apartments). It is unknown at this time how many condos or single family homes are being rented but it could be estimated that at least 33% of the Village of Alsip's entire housing stock is renter occupied. The managers and tenants of those rental properties all have one thing in common.....[they all want more police patrol](#).

The Village of Alsip currently shows a population of 19,725 with a week daytime population in excess of 100,000 due to occupied industries/companies. It is easy to see that a large portion of Alsip residents reside in rental properties. Even if the Alsip Police never answered a single 911 call for help, we could not have enough patrol cars to provide adequate security patrols for every rental property. Now consider the number of Alsip residents living in single family homes. They also want more police patrols up and down their respective streets. Then there are store managers, business owners, industry presidents who want more police patrol because of crimes or traffic issues. Often, [the perception of a police department is that their resources are infinite, which is not the case](#). The Alsip Police Department is committed to doing the very best they can with what they have. When rental property owners have a more realistic expectation of the situation in conjunction with working in concert with the police and their residents by taking extra precautions, everyone wins. [Focusing on proaction, prevention and the solutions are always more constructive than consistently being forced to react or dwelling on a problem](#).

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 residents encourage crime:

Expect someone else to call the police.

Don't get involved.

Don't care about others residing in the community.

Give up hope.

Expect criminal behavior.

Fear Retaliation.

2. How residents discourage crime:

Report crimes and follow through.

Form support services for victims or seek out victim assistance programs.

Establish and utilize hotlines.

Seek help for at risk residents.

Emphasize community values.

Stand together, retaliation less likely against large groups.

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

Chapter 3

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.

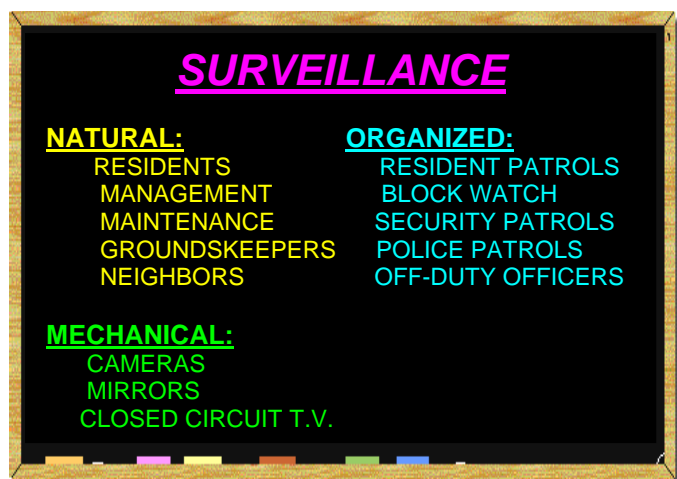
IMPROVE SURVEILLANCE

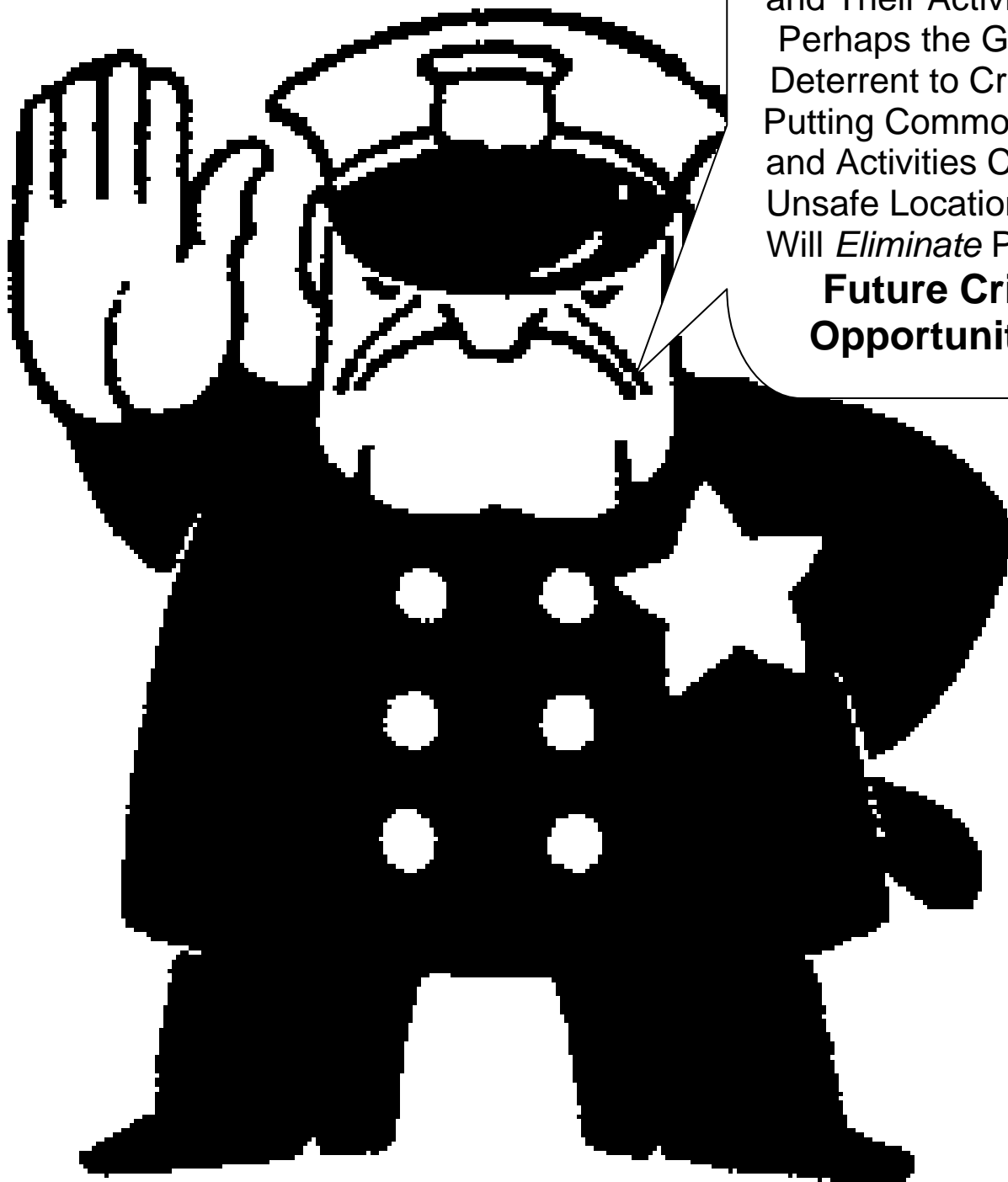
SURVEILLANCE is the first element of C.P.T.E.D. **Surveillance is the ability to look into an area, and the ability to look back out.** It can be formal or informal. **Formal surveillance** is generally organized, while **informal surveillance** is naturally occurring. **NOTE: You should observe your 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.

Mechanical Surveillance employs the use of cameras, mirrors and other equipment that allows an individual to monitor a remote area. Mechanical





STOP!!!

REDUCE YOUR LIABILITY
AND HELP PREVENT
FUTURE CRIME SCENES.

Visibility of Resident's
and Their Activities are
Perhaps the Greatest
Deterrent to Crime, By
Putting Common Areas
and Activities Closer to
Unsafe Locations, This
Will *Eliminate* Potential

**Future Crime
Opportunities!**

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*.



ACCESS CONTROL	
NATURAL/ENVIRONMENTAL	MECHANICAL
MEDIUM HEIGHT BUSHES	SECURITY GATES
DIRT BERMS	CARD READERS
LARGE ROCKS	PIN NUMBERS
DESIGN WALKPATHS	REMOTE CONTROL
	SECURE UNITS
ORGANIZED	DEADBOLTS
SECURITY GUARD BOOTH	WINDOW LOCKS
RESIDENT PARKING PERMITS	DRIVEWAYS
RESIDENT PATROLS	LOW FENCES

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. 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.**

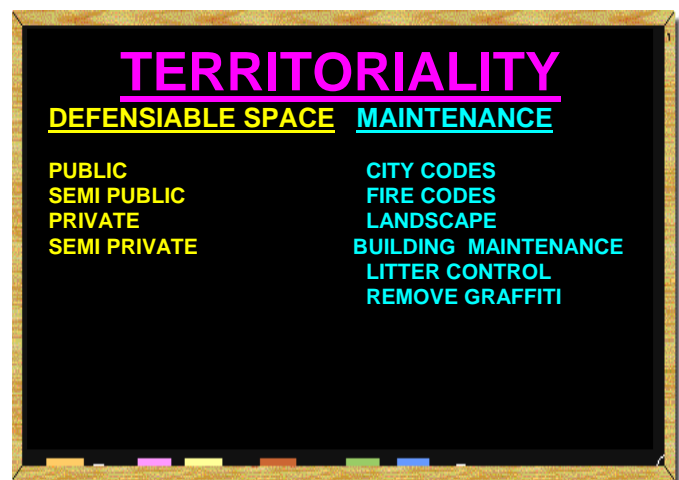
IMPROVE TERRITORIALITY

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.

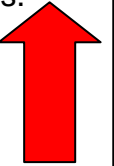
There are many ways to establish defensible space. By planting low growing hedges or bushes, you will show a defined property line. By posting signs such as "No Trespassing" or "No Soliciting", you have established the area as defensible space.





Increasing A Resident's Ownership and Control of an Area Will Ensure a Higher Likelihood of Success With Crime Prevention Programs.

Increase
Defensible Spaces



To



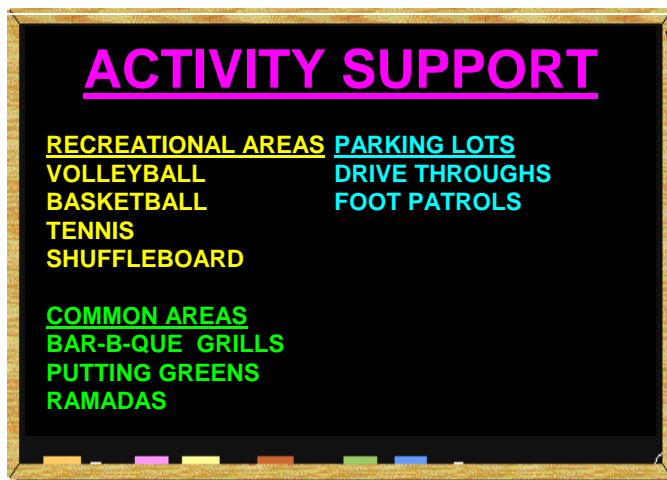
Decrease
Criminal Activities.

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. Small property owners/managers can encourage their

tenants to utilize community facilities and parks.

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:

- Who are the intended users?
- Why are they not using the area?
- What will promote the use of the area?

Also ask yourself:

- Why are deviant users frequenting the area?
- Why is it inviting?
- What will discourage them?

THE 3 “D” CONCEPT OF C.P.T.E.D.

1. Defined Borders

Is territory defined?

2. Designed Properly

Is the design good for intended purposes?

3. Designated Purposes

Is the area used for the designated reasons?

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

SURVEILLANCE	ACCESS CONTROL
<p>Concept: <i>Good Lighting and well maintained landscaping.</i></p> <p>Conflict: <i>No formal or informal surveillance, residents are staying indoors.</i></p> <p>Solutions: <i>Organize block watches, activities, training and other alternatives.</i></p>	<p>Concept: <i>Good security fencing and gates.</i></p> <p>Conflict: <i>Gates propped, locks and / or fences damaged.</i></p> <p>Solutions: <i>Educate and notify residents, effect repairs, and evict problems.</i></p>
TERRITORIALITY	ACTIVITY SUPPORT
<p>Concept: <i>Buildings well painted with addresses clearly marked on all entrances. Rules clearly posted.</i></p> <p>Conflict: <i>Residents only show ownership or concern for own unit. Lack of privacy / semi-private space.</i></p> <p>Solutions: <i>Encourage gardening, play areas, litter patrols and push for ownership of areas.</i></p>	<p>Concept: <i>Bar-B-Que Grills and tables in common areas. Sports and recreation facilities well maintained.</i></p> <p>Conflict: <i>Little or no use by residents. Area becoming a site for dangerous activity and non-intended users.</i></p> <p>Solutions: <i>Market amenities; organize events and contests, prizes and plaques. Check lighting in all areas.</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:

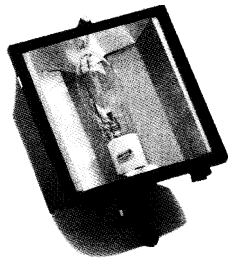
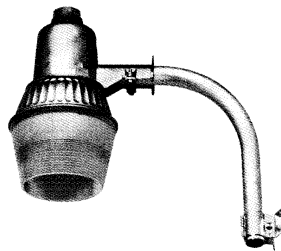
- 5 Provide a cone of light downward to walkways
- 5 Provide a level of lighting between buildings
to distinguish forms and movement.

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

TYPES OF OUTDOOR LIGHTING

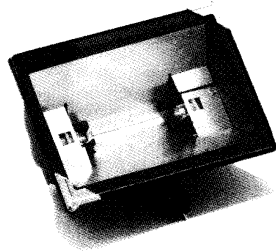
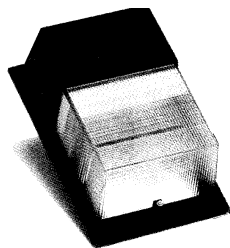
Energy-efficient lighting fixtures help you cut your electric bill. Plus, most products are easy to install because many models come pre-wired and pre-assembled. Each style comes with a lamp and you can also choose to add a photocell on some designs.

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



**High-Pressure
Sodium Flood**
150 watt

**High-Pressure
Sodium Wall Light**
70 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

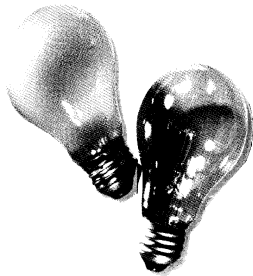
Lamp wattage varies during life, because of ballast and lamp characteristics. Ballast data should be reviewed for actual wattage levels.

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.



Fluorescent Tubes

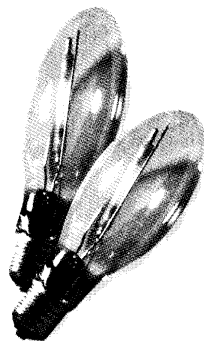
Cast cool, bright, economical light indoors.



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

Flood Light

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



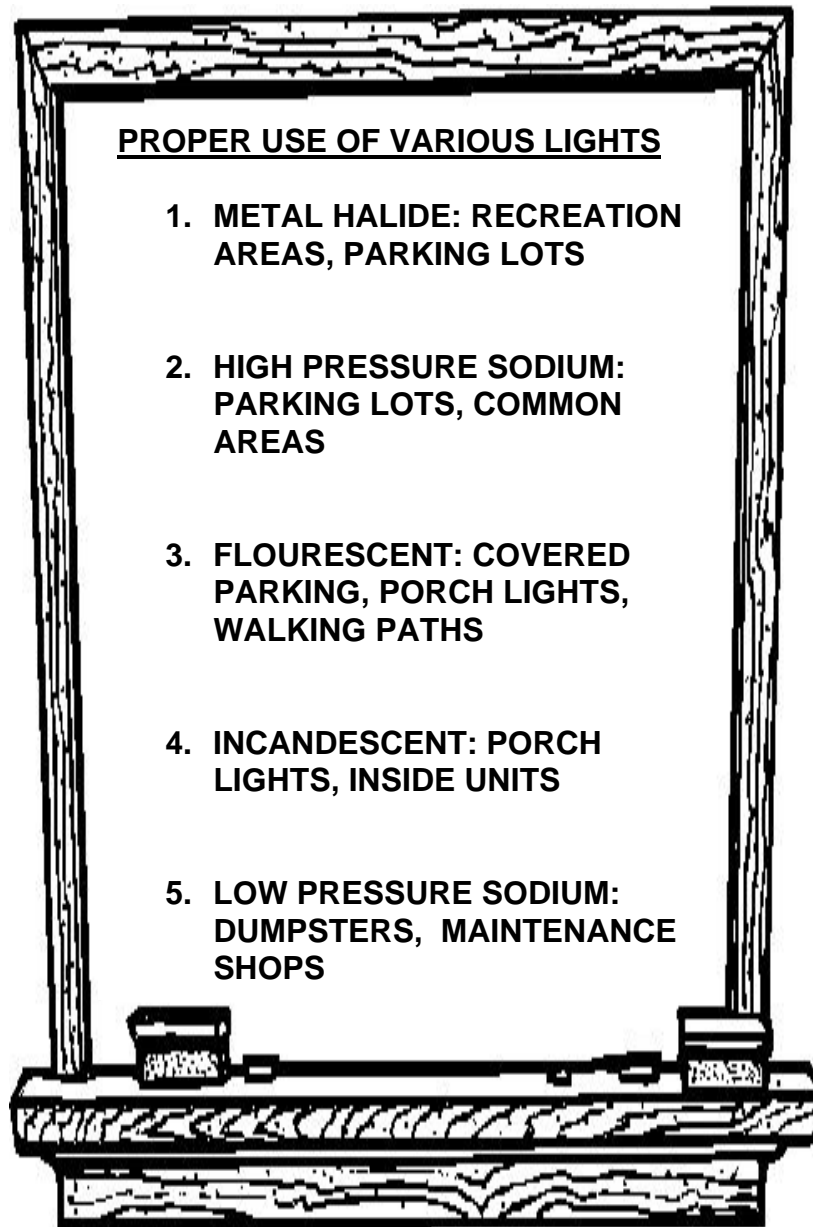
High Pressure Sodium

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.)

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.



SECURITY LIGHTING

1. Purposes of lighting.

Reduces Crime

- v Trespassers
- v Concealment

Increases Security

- ^ Confidence
- ^ Territoriality

2. Lighting terminology.

Foot Candle: Equals light from 1 candle at 1 foot.

Lux: European scale for foot candle.

Lumen: Quantity of light from source.

Watt: Amount of energy consumed.

Life: Number of hours bulb will last.

3. Three types of lighting.

Incandescent: On / Off bulb-heat

Spots / Floods / Porch / Lollipop

Fluorescent: Flickers On- Long tubes

Compacts-Screw into most lights

High Intensity Discharge:

Mercury vapor, high pressure sodium, metal halide.

PROS AND CONS

1. **Type One-Incandescent:** (Cheap Bulbs but Expensive Electric Bill)

- Low initial cost
- High operating cost
- Low efficiency-80% of the energy transfers to heat.
- Short bulb life
- Good color rendering

2. **Type Two-Fluorescent:** (Moderate cost to buy and power)

- Moderate initial cost
- Moderate operating cost
- Moderate efficiency
- Moderate Bulb Life
- Poor to good color rendering (depends on the phosphorus in the tube)

An incandescent bulb that operates on 60 watts gives off the same light as a fluorescent that operates on 13 watts. In energy costs it will pay for itself in a year, after that all profit.

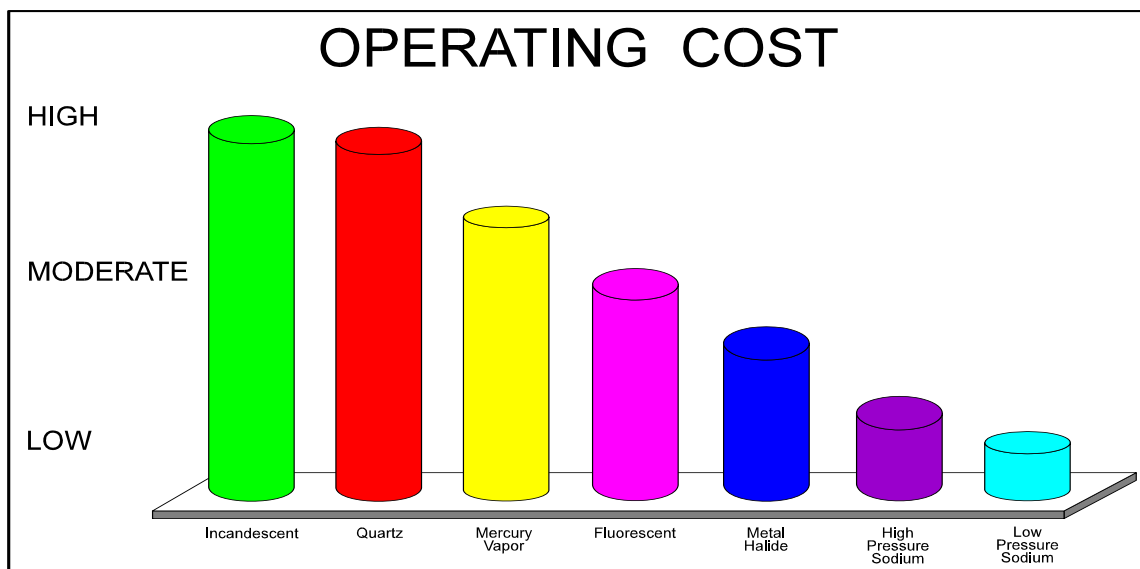
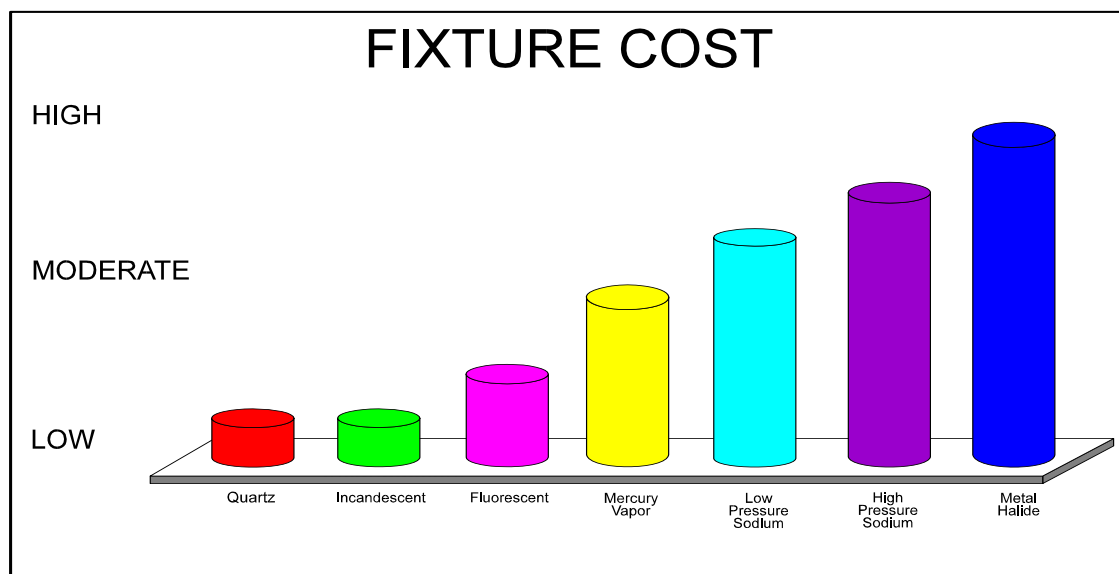
3. **Type Three-High Intensity Discharge:** (Expensive Bulbs, Cheap usage)

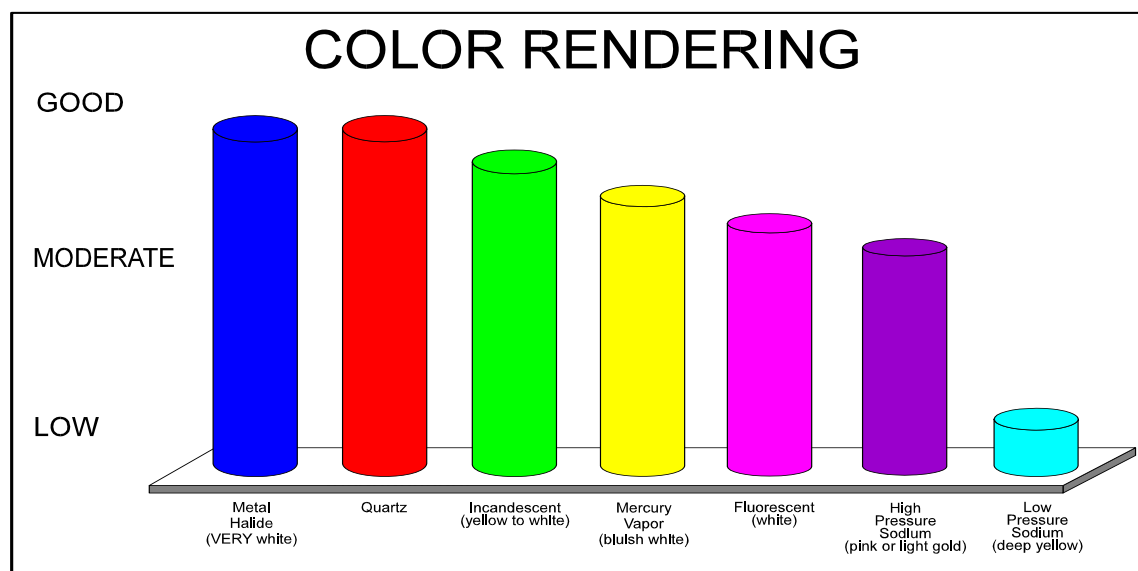
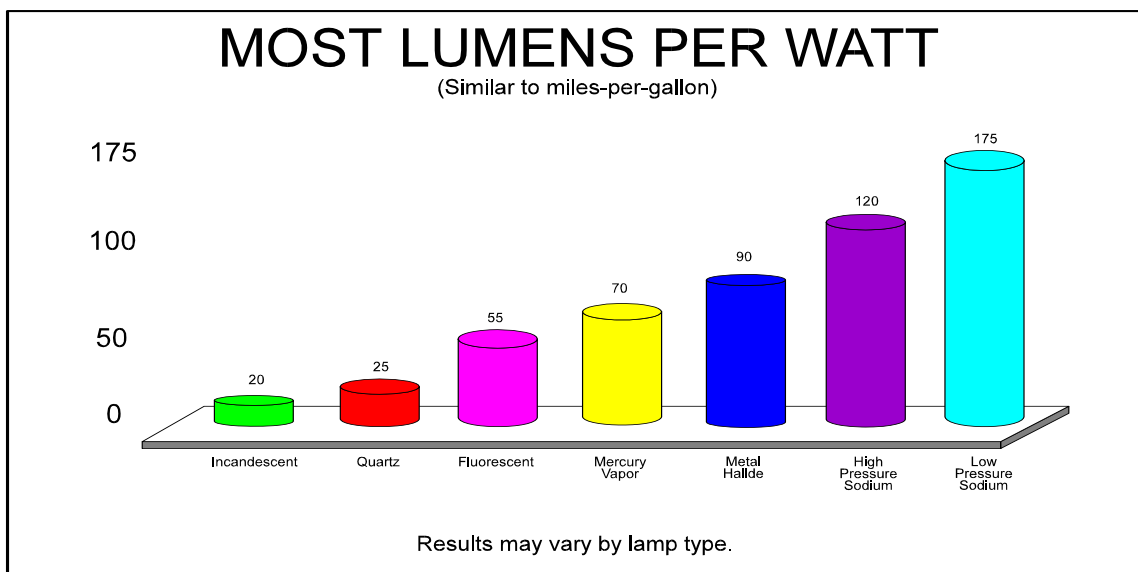
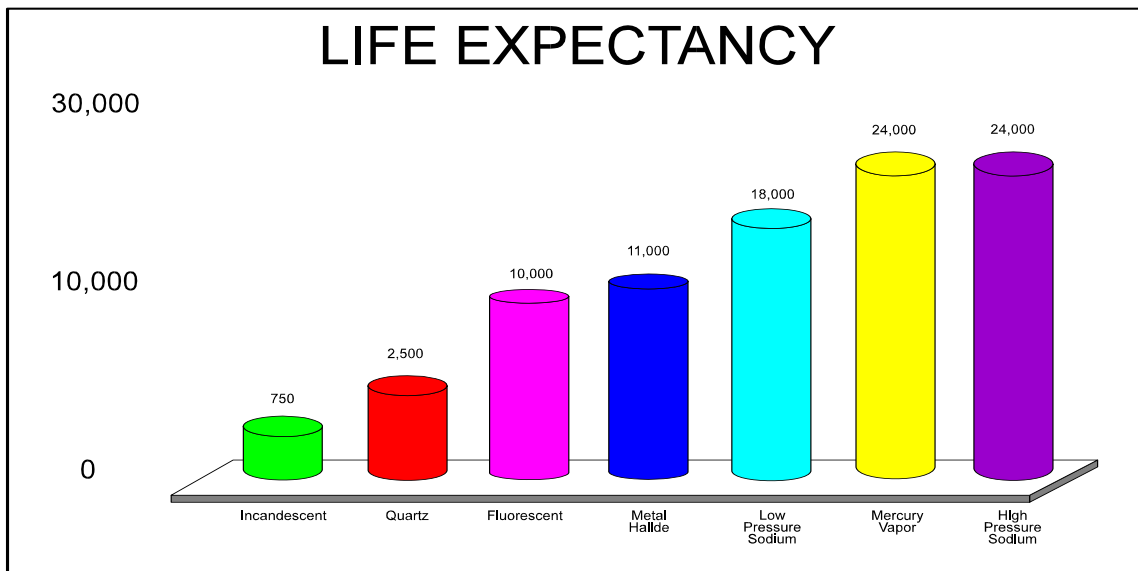
***100% return on your investment every year based on your energy use savings.

- High initial cost.
- Low operating cost
- High efficiency
- Long bulb life
- Good to excellent color rendering
 - Metal Halide: Excellent
 - High Pressure Sodium: Good
 - Low Pressure Sodium: Most Efficient / Poorest Color Rendering

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.





Chapter 4

THE APPLICATION PROCESS

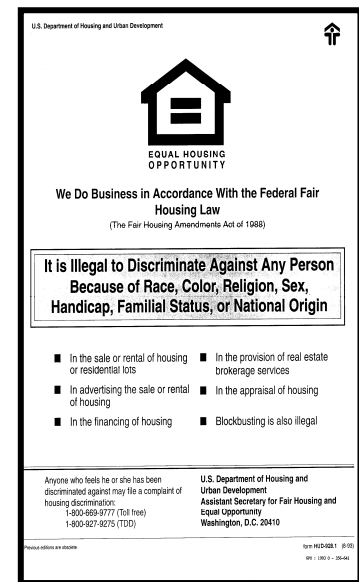
IT'S WORTH THE EFFORT

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?

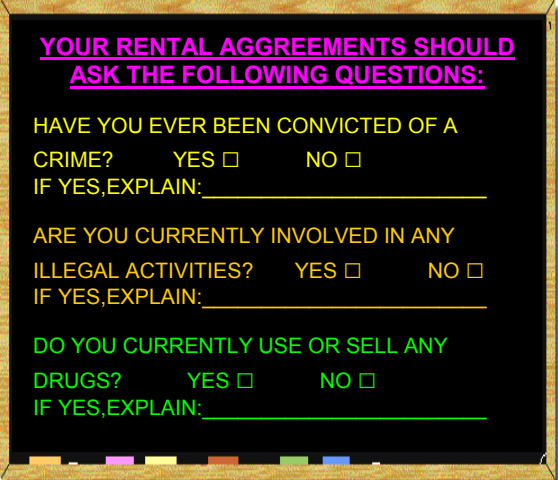


While discrimination against non-protected classes is not necessarily illegal, it may not be profitable either. For example, a property manager may discriminate against pet owners (provided that the applicant is not dependent upon the animal for a particular disability), but not allowing pets may turn 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. This is a sword that cuts both ways, you may also eliminate good tenants who don't appreciate barking dogs or cigarette smoke.



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 RENTAL AGREEMENTS SHOULD ASK THE FOLLOWING QUESTIONS:

HAVE YOU EVER BEEN CONVICTED OF A CRIME? YES ☐ NO ☐
IF YES, EXPLAIN: _____

ARE YOU CURRENTLY INVOLVED IN ANY ILLEGAL ACTIVITIES? YES ☐ NO ☐
IF YES, EXPLAIN: _____

DO YOU CURRENTLY USE OR SELL ANY DRUGS? YES ☐ NO ☐
IF YES, 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 the same way, 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.

NOTES □ NOTES □ NOTES □ NOTES □ NOTES

(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? YES ☐ NO ☐

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 _____
DATE STARTED _____ POSITION _____ SUPERVISOR _____
GROSS INCOME _____ PER HOUR _____

SECOND/FORMER EMPLOYER

PLACE OF EMPLOYMENT _____
ADDRESS _____ CITY _____ PHONE _____
DATE STARTED _____ POSITION _____ SUPERVISOR _____
GROSS INCOME _____ PER HOUR _____

SPOUSE'S EMPLOYER

PLACE OF EMPLOYMENT _____
ADDRESS _____ CITY _____ PHONE _____
DATE STARTED _____ POSITION _____ SUPERVISOR _____
GROSS INCOME _____ PER HOUR _____

ANY ADDITIONAL INCOME - STATE SOURCE AND AMOUNT:

NAME OF BANK _____ BRANCH/ADDRESS _____ TYPE OF ACCOUNT _____ ACCOUNT NUMBER _____

Application for Residency - Page 2

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 ANY CRIMES? YES ☐ NO ☐

IF YES, EXPLAIN: _____

HAVE YOU EVER BEEN ON PLACED ON HOUSE ARREST, PROBATION OR PAROLE? YES ☐ NO ☐

IF YES, EXPLAIN: _____

IS THERE A CURRENT WARRANT FOR YOUR ARREST? YES ☐ NO ☐

IF YES, EXPLAIN: _____

ARE YOU CURRENTLY INVOLVED IN ANY ILLEGAL ACTIVITIES?: YES ☐ NO ☐

☐ IF YES, EXPLAIN: _____

DO YOU CURRENTLY USE OR SELL ANY ILLEGAL OR PRESCRIPTION DRUGS? YES ☐ NO ☐

IF YES, EXPLAIN: _____

All information furnished on this application is complete and accurate to the best of my knowledge. Discovery of false or omitted information constitutes grounds for **rejection** of this application or **immediate eviction** if discovered later. 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 _____

(EXAMPLE ONLY)

STATEMENT OF RENTAL POLICY

THIS COMMUNITY WILL NOT DISCRIMINATE AGAINST ANY PERSON BASED ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, FAMILIAL STATUS, OR DISABILITY.

OCCUPANCY STANDARD: TWO (2) PERSON MAXIMUM OCCUPANCY PER BEDROOM

RENTAL APPLICATION EVALUATION GUIDELINES:

- T Age Requirement: Lease holder(s) must be 18 years or older. All occupants 18 years or older will be required to complete an application (even if living with parent or guardian). Co-signers are not accepted.
- T Income Requirement: The gross monthly income of all lease holder(s) will be considered jointly and must equal _____ times the rental amount on the apartment. All income must be verifiable.
- T Employment Verification: *Lease holder(s) must be currently employed, or provide written evidence of regular income sufficient to at least _____ times the rental amount on the apartment, for the lease term.
- T Self Employment: Must provide the previous year's personal income tax return and the previous two (2) months personal bank statements as evidence of sufficient income. Persons who hold jobs that are commission only, or base salary plus commission, or tips, bonuses will be considered self employed.
- T Residency: Up to two (2) years residency history will be reviewed and must exhibit no derogatory references. Any debt owed to a Concierge property must be paid before lease can be approved.
- T Credit Requirements: The credit history will be reviewed and no more that _____% of the total accounts reported can be over 60 days past due, or charged to collection in the past two years.
- T Pets: All pets are subject to property policy.
- T Application Fee: A \$_____ non-refundable application fee is required per application.
- T Criminal History: Must exhibit no criminal conviction involving violence, fire arms, illegal drugs, theft, crimes involving theft, or destruction of property, or any crime involving a minor.

This will include person(s) who have received deferred adjudication and/or have not yet satisfied the probationary period of a deferred adjudication for any of the above mentioned offenses.

ADDENDUM TO THE APPLICATION:

Are you a current illegal user of a controlled substance? _____ Have you ever been convicted of the illegal use, manufacture, sale or distribution of a controlled substance?

I UNDERSTAND AND ACCEPT THESE QUALIFYING STANDARDS AND HAVE TRUTHFULLY ANSWERED ALL QUESTIONS. FURTHER, I UNDERSTAND THAT FALSIFICATION OF RENTAL APPLICATION INFORMATION WILL LEAD TO DENIAL OF RENTAL. CONCIERGE MANAGEMENT CORPORATION'S RENTAL POLICIES ARE GUIDELINES, WHICH ENABLE US TO ACCEPT AS PROSPECTIVE RESIDENTS THOSE INDIVIDUALS WHO ARE CREDITWORTHY AND DO NOT HAVE A CRIMINAL BACKGROUND. THIS RENTAL POLICY DOES NOT INSURE THAT ALL INDIVIDUALS RESIDING ON OR VISITING THE PROPERTY CONFORM TO THESE GUIDELINES.

_____ Prospective Resident	_____ Date	_____ Prospective Resident	_____ Date
_____ _____	_____ _____	_____ _____	_____ _____

Prospective Resident	Date	Agent For Owner	Date
----------------------	------	-----------------	------

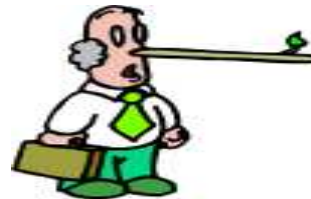
SCREENING AGENCIES

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).



Material Falsification means untrue or misleading information, info that is pertinent to the application process.

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.

Omission is also a form of Material Falsification.

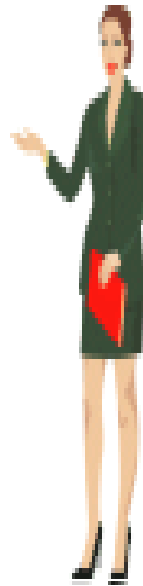
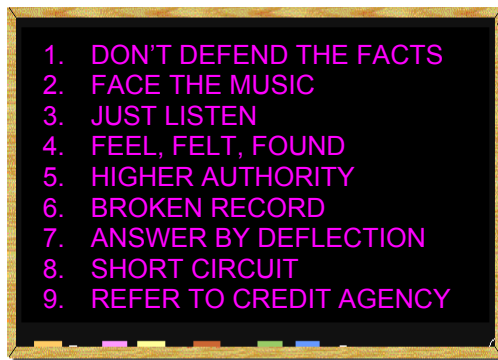


If the mistake was unintentional and the resident would have qualified anyway, the manager should void the 10-day notice.



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

- Don't defend credit or criminal report.
- You didn't author it, you can't change it

2. Face the Music

- Unresolved situation with previous manager
- They need to contact responding company

3. Just Listen

- Be polite
- Don't volunteer too much

4. Feel, Felt, Found

- I understand how you feel
- I would have felt the same way
- However, the information we found does not meet our criteria

5. Higher Authority

- Company policy
- I can't change, decide or make exceptions case by case because of discrimination

6. Dumb Broken Record

- I can't change it
- I understand how you feel
- If the denial is based on faxed information, you must advise them
- Otherwise, they can possibly submit the request in writing

7. Answer By Deflection

- You need to talk to them
- I can't fix this report

8. Short Circuit

- There is nothing I can do right now
- Excuse me I have another appointment

9. Refer Applicant to Credit Agency

- If you can improve the report we may reconsider then.

BOTTOM LINE:

PLAN YOUR WORDS VERY CAREFULLY --

**DISCRIMINATION SUITS ARE
FILED **WHEN MANAGERS SAY
TOO MUCH!****

Note: This is derived from an article that appeared in Property Management Magazine October 1992

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.

Clicking your heels three times and wishing real hard only works in the movies.



WORRY IS A NONCONSTRUCTIVE SUBSTITUTE FOR ACTION!

Chapter 5

COMMON SENSE SELF DEFENSE

AWARENESS IS THE KEY

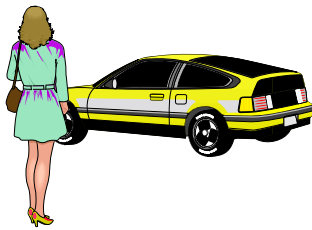
Most crimes can be prevented if there is careful consideration given to measures proven to reduce the likelihood of criminal activity. It is important to assess the types of crimes that have occurred on the property, as well as crimes that have been committed on similar properties. To discount the possibility 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! When showing your condo or rental home, bring a friend with you.

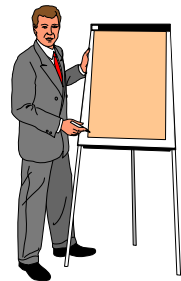


If a person must walk out to their car alone, it is a good idea to have the car as close to the office as possible, reducing the walking distance. Whenever possible, employees (especially employees who may leave after dark) should be given assigned parking spaces closest to the office area, or be allowed 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 "No 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.

**Far too often
women are the
victim of a crime
while showing a
vacant rental
property.**



**Make sure that
plans, protocols
and procedures
are in place to
prevent these
offenses.**

(See next page for an example of a Staff Safety Policy)

CRIME FREE ACRES

STAFF SAFETY POLICY

MEMO

TO: All Employees

FROM: Molly Manager

- ☐ 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 a unit 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.)

Chapter 6

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 wishes to **sublease** an apartment **should be held to the same screening/approval criteria** 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 your self, “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 must 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.



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 rule 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”.

ILLINOIS CONDOMINIUM ACT

The Illinois Compiled Statutes has a section specifically related to condo associations. The act specifies how a condo board shall be operated and the act enumerates and bestows many powers upon the board. If you own a condo, it would be in your best interest to not only research the Illinois Condo Act, but attend some board meetings and read the “routine” mail from the board or property manager so you won’t be surprised by a new rule or regulation that you could have addressed at a board meeting. A brief overview of the act is provided in the form of “The 100 Most Commonly Asked Questions About Illinois Condominium Associations.....With Answers” is provided as a supplement at the end of this chapter.

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 lifestyle. A supplement on Section Myths and Facts is located at the end of this chapter.



ACTIVE PROPERTY MANAGEMENT

CRIME FREE LEASE ADDENDUM

In order for this program to work properly you must use the **Crime Free or Drug 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 is the lease addendum required by the Village of Alsip.

FOR LEASE

THE FOUR LINES OF DEFENSE:

- 1) APPLICATION**
- 2) SCREENING CRITERIA**
- 3) LEASE AGREEMENT**
- 4) CRIME FREE LEASE ADDENDUM**

FREE HELPFUL HINTS ON THE INTERNET:

Check the State of Illinois Registered Sex Offender Website At:

<http://www.isp.state.il.us/sor/offenderlist>

also you can look up your possible tenant on line for any civil proceedings they may be involved in at:

<http://198.173.15.31/V2/COUNTY/>

Any courthouse (Bridgeview, Markham etc.) has a manual Criminal History search by computer in their respective clerk's offices.

Finally, you can access and download any forms you may need for court at:

<http://www.cookcountyclerkofcourt.org/Forms/forms.htm>

Pop Quiz:



If the police are
dressed like this
to enter your rental

property

You Failed!



CRIME-FREE HOUSING LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

1. The Tenant, any member of the Tenant's household, any guest or any other person associated with the Tenant on or near the leased premises:

- a) Shall not engage in criminal activity, including drug-related criminal activity, on or near the leased premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession of any illegal or controlled substance as defined in 21 U.S.C. 802.
- b) Shall not engage in any act intended to facilitate criminal activity.
- c) Shall not permit the dwelling unit to be used for or to facilitate any criminal activity.

2. ANY ACTIVITY PROHIBITED BY THIS AGREEMENT SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE, MATERIAL NONCOMPLIANCE WITH THE EASE, AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION.

Resident Signature

Date

Resident Signature

Date

Property Manager's Signature

Date

Name of Property

‘1-Strike’ Drug Eviction Policy Upheld

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By Bob Egelko

ASSOCIATED PRESS

February 15, 2000

SAN FRANCISCO—A public housing tenant can be evicted for a household member’s drug use, even if the tenant was unaware of it, a federal appeals court ruled here yesterday.

The federal government’s “One Strike You’re Out” eviction policy, which applies to more than 3 million low-income tenants nationwide, is a reasonable step toward making public housing safe and drug-free, said the 9th U.S. Circuit Court of Appeals. The 2-1 ruling, one of a handful of court decisions on the issue, overturned a federal judge’s 1998 order that barred the Oakland Housing Authority from evicting because of their housemates’ off-premises activities—activities the tenant knew nothing about.

U.S. District Judge Charles Breyer had held that such evictions did not appear authorized by federal law and would not discourage drug crimes. However, the appeals court said the Department of Housing and Urban Development’s policy was legally authorized and aimed at “preventing tenants from turning a blind eye to the conduct of a household member or guest.”

Requiring local housing agencies to prove that a tenant knew or should have known of a household member’s illegal drug activity “would hamstring (agencies’) efforts to rid public housing of the crime and violence with which low-income families must cope on a daily basis,” said the opinion issued yesterday by Judge Diarmuid O’Scannlain.

Dissenting Judge William Fletcher said the eviction policy “deprives innocent people of property that was not involved in any crime and punishes innocent people for crimes that they did commit and could not prevent.” He said HUD had exceeded the scope of the federal law on drug-related evictions.

That law, passed in 1988, said drug-related criminal activity on or near public housing property “by a tenant, a household member or a guest or other person under the tenant’s control” was grounds for eviction.

Chapter 7

COMMUNITIES, NOT COMPLEXES!

NOT A COMPLEX

Rental properties are not complexes. 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: Actual and perceived problems

- Who is at risk?
- How reliable is the data?

2. Identify: The impact

Police reports	Occupancy rate	Resident complaints
Calls for service	Damage repair costs	Security reports
Eviction rate	Non-renewals	

3. Identify: Reasons

Tolerance of crime	Poor communications	Resident apathy
Lack of police involvement	Poor management skills and policies	
Lack of education		

4. Identify: Resources

Police	Management	Residents	Neighbors
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5. Identify: Support Groups

Police and Fire	Upper Management	City Government
Office Management	Maintenance Staff /Landscape crews	
Residents Councils		

6. Identify: Solutions

- Many solutions should be considered and implemented
- Don't resolve only one side of the issues
- Don't use temporary fixes on serious problems
- Analyze Success
- Try new approaches when necessary

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

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" visits. This is especially important for properties with off-site 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. 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 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 for fully certified properties. 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

Chapter 8

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. Provide a specific time frame for notice prior to an inspection. Do not leave it vague or open to interpretation.

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 non-compliance. Residents can not 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 the Legal Right to Inspect Units. They Cannot be Denied Access When the Resident Has Been Served Appropriate 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 (after making a report with the Alsip Police Dept. per village ord.).

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.

IMPORTANT NOTICE- PLEASE READ!

(Sample Letter)

(DATE)

RE: Entering Apartments- (Name of Property)

Dear Residents:

We are pleased to announce that we are working with the Alsip Police Department to become part of the Crime Free Multi-Housing Program. As one of the steps in becoming certified, we have to conduct property inspections, which include apartment inspections. The apartment inspections will be as follows:

1. We will check for locking devices on all windows and doors on:
Tuesday, (DATE) between 9:00 a.m. and 5:00 a.m.
2. We will be entering the apartments on Wednesday, (DATE), inspecting from outside the unit in most cases. The Alsip Police Department will be with us, but they will not enter any units unless invited by you to do so. The apartments chosen will be selected at random. Since the lighting is one of the items we will be looking at with the police department, our inspection will begin at **7:00 p.m. and go no later than 8:00 p.m. on Wednesday, (DATE).**

Please note, you do not have to be home for either inspection.

We appreciate your cooperation to help make (name of property) a great place to live! If you have any questions, please feel free to contact the leasing office.

Very truly yours,

Property Manager

Chapter 9

COMBATING CRIME PROBLEMS

WHO'S 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.

MANY MISCONCEPTIONS ABOUT THE POLICE DEPARTMENT AND PROPERTY MANAGEMENT CAN BE QUICKLY CLEARED UP WHEN THE POLICE AND MANAGERS OF RENTAL PROPERTY SIMPLY TALK ABOUT THEM.

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.

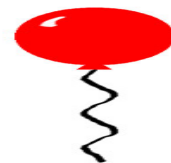


The Displacement Theory

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.

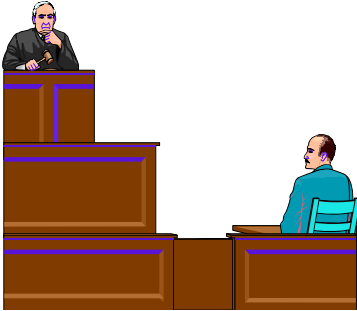
If a property manager squeezes one side of a balloon, maintenance squeezes another side, the police another side, and residents squeeze from the top and bottom, the balloon will burst. This **TEAM** can have the same effect on crime. There is strength in numbers! **United against crime, the team will 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 also 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 law (*Forcible Entry and Detainer Act*) while the police work with 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 landlord.

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 right 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.

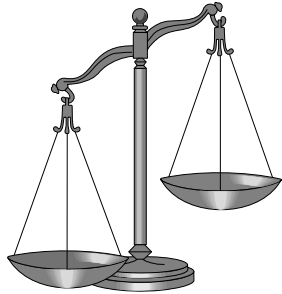
In many cases, plea bargains are made, probation may be given, or in some situations, the charges are just dropped. In most cases, the people that get arrested at rental properties do not go to prison. They are released very soon after being arrested, and they go right back home to their apartment.

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 judgement. 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 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 ***you or 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 non-compliance.** 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.



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 responded at 1:40 a.m., set up a perimeter, and evacuated all of the neighbors. 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 7:00 a.m., the police fire 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 8:00 a.m. he is in front of a judge; by 9:45 a.m. he's released from court and back at home in his apartment.

The rental owner/manager is livid! She calls the police and insists in knowing why the police let this man go?



**A SERIOUS CRIME ON YOUR
PROPERTY WILL CREATE
FEAR AND UNDO MANY OF
YOUR GOOD EFFORTS.**

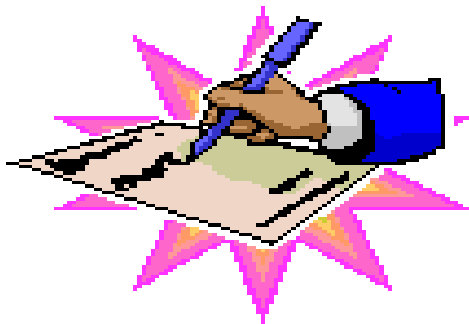
The response is, "The police did NOT let this man go, the judge did." The police department's job is to take a suspect before a judge. After that, it is up to the judge! If the judge orders the police to release him, they have to do it. The manager lashes back, "I want to know why the judge let him go?"

The response, "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 rental 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".



Three keys to management:
DOCUMENT
DOCUMENT
DOCUMENT

MANAGEMENT'S RESPONSIBILITY

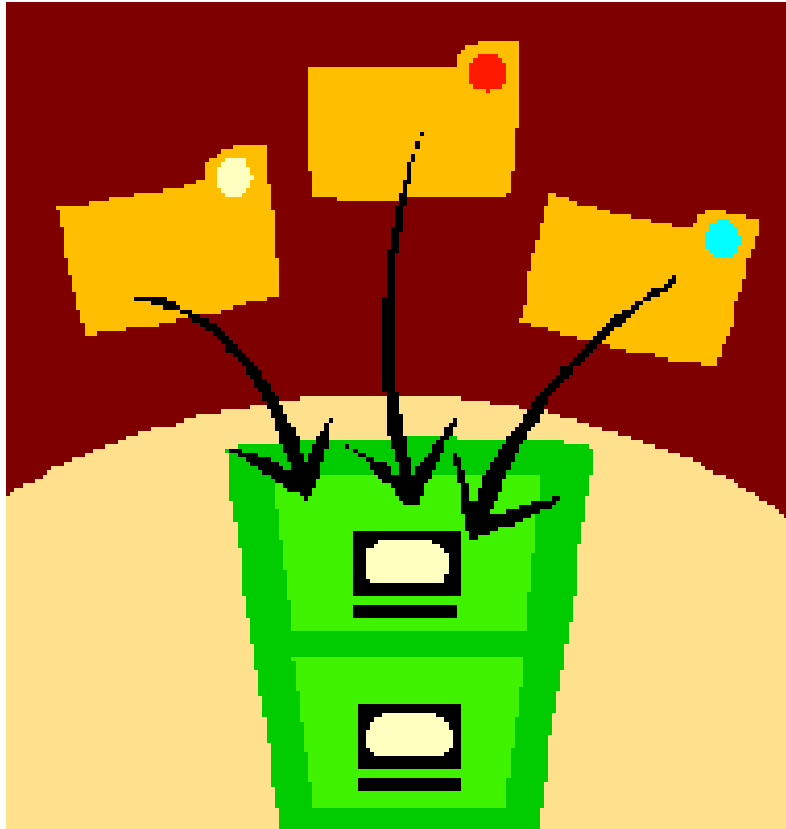
Frequently managers complain about all the problems they are having with a particular resident. They can tell many stories, but when asked to show written documentation of non-compliance, often times the manager has not kept records.

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 non-payment 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"**.



If a resident's file only consists of rent receipts and no notices or documentation, you may have trouble establishing a pattern of problems to a judge.

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.

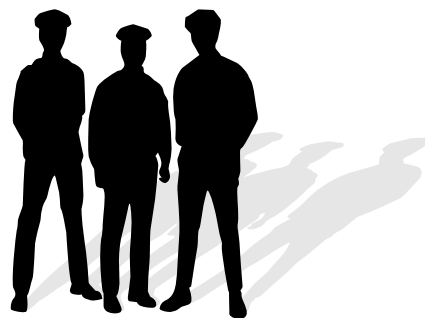
Chapter 10

TO SERVE AND PROTECT?

THE POLICE WON'T TALK TO US

Frequently managers or property owners complain that the police don't stop at the office or report to them why they were at the property. There are some very legitimate reasons why.

- Some problems are so minor; 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; officers are always being criticized about their response time by the next person who is waiting. The time it takes to locate a manager to tell the story can easily amount to 15 minutes to 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 awhile 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.



There are very strict privacy laws that protect the privacy of residents...even the residents that break the law.

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.

A high police presence will demonstrate to the residents that management is serious about addressing problems.

REQUESTING "EXTRA" PATROL

Frequently managers will call requesting "extra" patrol. While it never hurts to ask, it may not help either. There are many multi-family developments in the Village of Alsip. 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 drug enforcement officer to set up surveillance on a resident they suspect of using drugs. While managers are aware the officers 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.

Drug enforcement officers 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 officers are after. They want the "bigger fish to fry." They work the more serious cases. There are more calls than the police have officers. 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 are 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 won'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 officers.

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. Feel free to contact the Crime Prevention Division of the Alsip Police Department for recommendations.

"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.

Chapter 11

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

Cook County Clerk of the Court

<http://www.cookcountyclerkofcourt.org>

Forms utilized for evictions located selecting:

“Court Forms” and then selecting “Civil Division”

Circuit Court of Cook County

5th Municipal District (Bridgeview)

10220 S. 76th Ave.

Bridgeview, IL 60455

Clerks Office located in Room 121

Main Desk (708) 974-6500

Civil Process (708) 974-6782

Sheriff’s Office to see if served (708) 974-6810



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 non-compliant 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. 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 disturbed 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



Certain forms are located as a supplement following page 6 of this chapter. Additional forms can be printed from the Cook County Court Clerks web-site as noted on page 1 of this chapter.

Which courthouse do I have to use when I want to file an eviction action?

Eviction actions for Village of Alsip rental units can be filed and heard at the 5th District Court in Bridgeview (see page 1 of this chapter).

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. The cost for filling a forcible entry and detainer case (at the time of this printing) is generally \$294.00. 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 Sheriffs office (also in the Bridgeview Court House), 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 month(s) 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 can not 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. The fee for eviction is \$225.00. In Cook County, it will take anywhere from two to six weeks for the Sheriff to actually come out to the unit and evict the tenant. You will also need to be available on the day of the eviction is scheduled. The Sheriff's department may require you to be present.

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.

ALSIP CRIME FREE MULTI-HOUSING PROGRAM



Chronic drug dealing and other illegal activity can reduce a neighborhood to a mere shell of the healthy community it once was. When this happens, many residents look to the police or 'the system' for any possible solutions. The police and city government do have critical responsibilities, but these responsibilities should also be shared with the citizens of the community.

To address the crime problems in rental property requires a unique coalition of landlords, their employees, residents, and the police. The most effective way to deal with any illegal activity in rental property is through a coordinated effort. There are currently cities in 40 states and 4 provinces of Canada that have begun to recognize the benefits of this effort. In most cases, current city codes, Landlord/Tenant Law and criminal nuisance laws can easily be applied to meet these objectives.

CRIMINAL ACTIVITY IN RENTAL PROPERTY ACCOUNTS FOR:

- Radical decline in property values.
- High demand on police resources.
- Property damage from residents' abuse/police raids.
- Losses of rent during eviction and repair process.
- Fear and frustration for managers and other residents.
- Animosity between neighbors and property managers.
- Increase in liability on part of manager and owners.
- Owners answering to criminal or civil abatement charges.

The Alsip Crime Free Multi-Housing Program is designed to help owners and managers of rental properties in their efforts to keep drugs and other illegal activity off their property. The purpose of this program is not to **SERVE** the landlords, but to **EDUCATE** them and their residents to improve the livability of the neighborhoods by reducing crime.

This program is honest and direct, it is solution oriented, and is designed to be easy and very effective in reducing crime on rental properties. It has three key elements that will ensure the crime prevention goal:

1. Management Training
2. Premises Security Assessments
3. Resident Training

PHASE I of the program involves training the owner and *key** property employees to become more effective in recognizing and reducing criminal activity. We will focus on these two facts: **Effective property management can have a major impact on the health of a community and the quality of life.** Secondly, **there are accessible and legitimate techniques that can be used to stop the spread of drugs and illegal activity on rental property.** Phase I certification is transferable to other cities in the state it was issued.

** Key property employees required to attend the 8-hour training every two years include Regional supervisors, property managers, assistant managers, leasing agents, plus maintenance, housekeeping, landscaping, and courtesy patrol supervisors.*

The training will equip the property management employees with the necessary skills to prevent or spot problems before they occur, and to deal with problems before they become too dangerous or require police involvement. A basic premise of Community Based Police Programs is to develop partnerships and share the responsibility of preventing crime in the community. By doing so, we will be able to address the ROOT CAUSES of crime in rental property. This will result in less crime, fewer calls for police service, and more available time for beat officer to be proactive in fighting crime.

Some of the topics of the training program include the following:

CRIME PREVENTION STRATEGIES: These strategies are presented with the understanding that rental properties are a *business*. When the Police Department as “good business practice” can communicate crime prevention strategies, the property management recognizes the success gives them a marketing advantage.

PREPARING THE PROPERTY: It is relatively simple and inexpensive to manage the physical environment so it does not attract crime. If a property is run down, it says the management does not care about the property. Illegal activity may be prevented by modifying the behavior of an individual by using “safe by design” or Crime Prevention Through Environmental Design (C.P.T.E.D.) concepts.

APPLICANT SCREENING: This is a reliable process when applied equally. The application process encourages “self-screening” on the part of the applicant. Many applicants have a history of eviction for drugs, illegal activity, or non-compliance. The program will teach how to acquire credit checks and background checks using local credit reporting agencies and sound management techniques. **The implementation of the Crime Free Lease Addendum is the most effective “self-screening” tool offered by the program and is a mandatory requirement of the program for certification.**

RENTAL AGREEMENTS: This is the best way to tell the residents about community rules and causes for eviction. The agreements will enforce a Crime Free Lease Addendum that is acceptable under the current landlord/tenant laws. Rental agreements are standardized and are enforced equally to all persons to avoid discrimination.

ONGOING MANAGEMENT: The techniques taught will help reduce the possibility of illegal activity. By conducting routine property inspections, the documentation of all violations and promoting an “apartment community,” property managers will be better prepared to note illegal activity and to deal with it effectively.

RECOGNIZING ILLEGAL ACTIVITY: This not as easy as it sounds. There are many property managers who are unaware of the illegal activity that is occurring on their property. We will address how to identify what is suspicious and how to report it. Emphasis is given to gang and drug activity.

EVICCTIONS: This is an effective way to deal with residents who are in non-compliance with the community rules or involved in illegal activity. While criminal cases require probable cause to arrest an offender, civil cases only need a preponderance of evidence to evict a resident engaging in criminal activity. The Crime Free Program requires the use of an addendum to discourage the criminally inclined person from the application process. Premises liability concerns are also clarified.

NOTE: Many people see drug dealers and other violent offenders as large rocks that cannot be moved. They are not like rocks. In fact, they are more like weeds. They grow, root, spread out and choke out healthy plants. The best way to kill a weed is to uproot it. Eviction serves that purpose.

WORKING WITH THE POLICE: This is confusing for some property managers. It is not well understood what they can expect from the police, or the difference between criminal and civil matters. Now we have the opportunity to explain the role of the police and their desire to help work with property management more effectively in the future. This should also greatly reduce calls for service on civil matters.

LIFE SAFETY AND FIRE PREVENTION: This includes information to significantly reduce fire and safety hazards. The issues addressed in this handout are directed towards maintaining safety requirements provided in the design and inspection process of construction. The Alsip Fire Code require many of the items addressed. Your insurance company may require items not required by this ordinance. Management is encouraged to maintain a log to show evidence of frequent property inspections.

All attendees sign waivers as a prerequisite to training that states:

"I understand that no part of this training shall be regarded as legal advice or considered a replacement for a landlord's responsibility to be familiar with the law. The services of a competent attorney should be sought in any situation that has the potential to become adversarial between the property manager and resident."

Upon completion of this training program, the manager, or other attendees will be issued a certificate to be posted in their leasing office. This certificate will appeal to the honest renter who is looking for a safe place to live. They will have the comfort of knowing all applicants are carefully screened and criminal activity on the part of other residents will be dealt with through the eviction process. This will also discourage the dishonest renter from even applying, especially if they were evicted from another participating apartment community!

HOUSING COUNSELORS are resources for landlords and residents alike. There are two sides to every situation. This department provides the resident with counseling opportunities to mediate landlord/tenant disputes. This service is "free of charge" to anyone needing assistance. Several times throughout the year, the Village of Alsip will provide landlord and tenant training clinics.

PHASE II of the program requires the landlord to meet the minimum-security requirements of Crime Prevention Through Environmental Design (C.P.T.E.D.). While our program does address their legal responsibility to provide units that meet habitability standards, the C.P.T.E.D. Security analysis of the property will call the landlord to a higher standard. In addition, the legal ramifications of not showing "good faith" in providing a safer environment are also discussed. We require the following upgrades whenever necessary:

- 1) Single cylinder metal dead bolts on all single entry units (a metal 1-inch throw minimum.)
- 2) Strike plates with 2-3 inch screws (where construction permits)
- 3) Eye viewers in all front doors (180-190 degree viewers required with new construction)
- 4) Adequate and uniform security lighting (Persons and vehicles should be distinguishable ethnicity/vehicle color @ 100 feet.)
- 5) Proper trimming of bushes/trees*
- 6) Anti-lift/slide devices on sliding windows and doors (exception may be taken with second floor units where no outside access is reasonably possible)

* Trees may need to have a 6-7 feet clearance from ground level and bushes must be trimmed to provide detection of criminals. (Height and width of landscaping may need reduction to prevent obstruction of light poles or building lighting fixtures.)

When an apartment community meets these security requirements, the management will receive a second certificate showing they have met the minimum-security requirements of the C.P.T.E.D. program. This certificate is to be displayed with the previous (completion of training) certificate in the leasing office. These minimum-security requirements should appeal to the honest renter looking for a safe apartment in which to live. It will also show dishonest applicants the management is working with the police department. This should also reduce the possibility of crimes with proven crime prevention techniques of target hardening, resulting in a reduced number of calls for service. In addition to meeting the minimum standards the property owner will receive recommendations from the police department on how they may enhance their security standards based on a crime analysis and site survey.

PHASE III of the Crime Free Program involves property management hosting a Safety Social Event for their residents. The police department trains the residents to be the *eyes and ears* for the apartment community by using proven Block Watch concepts. The police will also encourage residents to take responsibility for their own cars and rental units.

Crime prevention events are traditionally disappointing. It is required that the management provides incentives to attract the residents to the Safety Social Event. The event should utilize the three F's: **FOOD**, **FUN** and **FREE** of charge.

During this training, we will discuss several topics to help reduce crime and foster police goodwill. Topics that can be discussed may include but are not limited to the following:

- Responsibilities of Resident (witnessing/reporting incidents of crime)
- Resident's Rights
- Domestic Violence
- Burglary and Theft Prevention
- Block Watch Principles
- Personal Safety Awareness
- Auto Theft Prevention
- Sexual Assault Prevention

These programs have effectively reduced crime in residential areas and should be presented to residents living in rental property as well. This should help to reduce calls for service by preventing the rash of crimes at rental properties. When residents are encouraged to participate in the safety of the property with the understanding that management needs their cooperation, safe apartment communities can exist.

Upon completion of this training program, the management will be issued a third certificate to be posted in the leasing office. The three certificates should send a powerful message to desirable and undesirable applicants. The residents realize the police cannot be everywhere at once, but they will know that other residents and managers will be watching closely and working with the police.

Any rental community that has completed all three elements of this program, including implementation of the Crime Free Lease Addendum and credit and criminal background checks, will receive reports of all police incidents on their property through the Crime Free Office. This exchange facilitates the removal of criminally inclined residents, as well as non-compliant residents. The property management will also be permitted to display the program-authorized signs on their property that state:



These signs are purchased by the property management, but only after receiving a letter from an Alsip Crime Free Multi-Housing Program Coordinator. To maintain the integrity of The Crime Free Program, there is a requirement of at least one "Safety Social" event with the residents annually to maintain certification. A new Gold certificate is awarded annually with the next year's expiration date.

The Crime Free Multi-Housing Program is currently active throughout the State of Illinois. The Phase I certificate is transferable from jurisdiction to jurisdiction. This program is offered in 44 states and Canada. The rental industry has recognized the positive economic benefits. After extensive research around the country, there are no known programs that address the issues and concerns of rental property in the way the Crime Free Multi-Housing Program does. Other programs may be available on a sporadic basis, but are generally not offered free of charge to the public, and do not have the continued support of their police departments.

The Crime Free Program has been carefully developed and reviewed by police, community, and legal advisors. It is the program that has most effectively dealt with illegal activity in rental property, while providing the residents with the best protection against crime and violent criminals. Currently, it is one of the city's most successful community based programs.

This program calls on management to make steps toward providing a clean and safe living environment for the citizens of Alsip, by asking them to spend a little time and money to benefit their residents. This will also benefit the property managers as well, as they will have a safe and highly desirable rental property.

THE VILLAGE OF ALSIP
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 2008-5-1

**AN ORDINANCE REGARDING THE LICENSING OF
LANDLORDS OF RESIDENTIAL PROPERTIES
AND ESTABLISHING A CRIME-FREE RESIDENTIAL
PROPERTY PROGRAM**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Alsip on May 5, 2008

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ORDINANCE 2008-5-1

AN ORDINANCE REGARDING THE LICENCING OF LANDLORDS OF RESIDENTIAL PROPERTIES AND ESTABLISHING A CRIME-FREE RESIDENTIAL HOUSING PROGRAM

WHEREAS, the President and Board of Trustees of the Village of Alsip ("Village") have determined to adopt a new Article XXIII to Chapter 12 of the Municipal Code of the Village of Alsip to require the licensing of landlords in the Village; and

WHEREAS, as part of the adoption of the new Article XXIII to Chapter 12 of the Municipal Code, the President and Board of Trustees have determined to adopt a crime-free residential housing program; and

WHEREAS, it is the purpose of the new article to protect and promote the public health, safety and welfare of its citizens by encouraging the landlords and tenants to maintain and improve the quality of rental housing in the community.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Alsip, Cook County, Illinois, in the exercise of their home rule powers, as follows:

SECTION 1. Recitals Incorporated. The above recitals are incorporated herein by reference as though fully set forth.

SECTION 2. Municipal Code Amended. Chapter 12 ("Licenses, Permits and Business Regulations ") is amended to add a new Article XXIII ("Landlord Licensing") to read as follows:

ARTICLE XXIII. LANDLORD LICENSING

Sec. 12.700. Definitions.

For the purpose of this article, and the interpretation and enforcement thereof, the following terms, phrases, words and their derivations shall have the meanings given herein, unless the context in which they are used shall indicate otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Action. Recoupment, counterclaim, setoff, suit at law or in equity, and any other proceeding in which rights are determined.

Building commissioner. The building commissioner or any person designated by the building commissioner.

Certified as a residential operator. The annual certification of a landlord of a residential rental unit or structure, who has been issued a Residential Operator's License, a security certificate, as described herein, and a certificate of completion of a community awareness training program presented by the Alsip Police Department.

Chief of police. The chief of police of the Village of Alsip.

Chronic public nuisance property. Any rental unit at, in or which any three (3) or more public nuisances have occurred within any one (1) year period, and any multi-family rental structure at, in or which any six (6) or more public nuisances have occurred within any one (1) year period.

Code. Any state statute, village code provision or ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

Conditional license. A temporary residential operator's license issued to permit the rental of a rental unit or structure that has a violation or violations of applicable regulations, or to permit the rental of a rental unit or structure prior to attendance by the landlord, or a designated agent, at the required Crime Free Housing Seminar.

Crime free housing seminar. A seminar sponsored by the Alsip Police Department to provide information to landlords and their designated agents regarding the landlord-tenant requirements under the Village Code, including the crime-free housing leasing provision described in this article.

Dwelling unit. One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate bathroom and facilities for cooking and sleeping.

Inspection group. That portion of a building or those buildings within an apartment complex as may be under the same legal and/or beneficial ownership.

Landlord. The owner, lessor or sublessor of a dwelling unit or the building of which the dwelling unit is a part.

Multi-family rental structure. A building which contains three (3) or more dwelling units, of which at least fifty percent (50%) are rental units.

Notice. Unless otherwise stated in this article, all notices required herein shall be in writing and shall be served by one party upon

the other by registered or certified mail, return receipt requested, or personally served upon the landlord, lessee or member a household over the age of twelve (12).

Owner. One or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession.

Permit. To suffer, allow, approve, consent to, acquiesce in or agree to the doing of an act, including the failure to prevent through inaction.

Person. An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or any other legal or commercial entity.

Premises. A dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

Public nuisance:

- (a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 1961, 720 ILCS 3/9-1, *et seq.*
- (b) Any offense defined and prohibited by Article 10 (Kidnapping and related offenses) of the Criminal Code of 1961, 720 ILCS 5/10-1, *et seq.*
- (c) Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-15 (Soliciting for a Prostitute), Section 11-16 (Pandering), Section 11-17 (Keeping a Place of Prostitution), Section 11-20 (Child Pornography), Section 11-21 (Harmful Material to Minors) of the Criminal Code of 1961, 720 ILCS 5/11-14, 5/11-15, 5/11-16, 5/11-17, 5/11-20, 5/11-20.1, and 5/11-21.
- (d) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 1961, 720 ILCS 5/12, *et seq.*
- (e) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 1961, 720 ILCS 5/16-1, *et seq.*
- (f) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 1961, 720 ILCS 5/20-2, *et seq.*
- (g) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 1961, 720 ILCS 5/24-1, *et seq.*

- (h) Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 1961, 720 ILCS 5/25-1, *et seq.*
- (i) Any offense defined and prohibited by Article 26-2 (Disorderly Conduct) of the Criminal Code of 1961, 720 ILCS 5/26-1, *et seq.*
- (j) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 1961, 720 ILCS 5/28-1, *et seq.*
- (k) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 1961, 720 ILCS 5/31-1, *et seq.*
- (l) Any offense defined and prohibited by Article 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.
- (m) Any offense defined and prohibited by the Illinois Controlled Substance Act, 720 ILCS 570/100, *et seq.*
- (n) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, *et seq.*
- (o) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offense) of the Criminal Code of 1961, 720 ILCS 5/8-1, *et seq.* which is relative to the commission of any of the aforesaid principal offenses.

Public nuisance activity. The commission of any or conduct which constitutes any of the offenses declared to be a public nuisance.

Rent. All payments to be made to the landlord under the rental agreement.

Rental agreement. Any agreements and valid rules and regulations adopted pursuant to agreement under this article, embodying the terms and conditions concerning the use and occupancy of a specified dwelling unit and premises.

Rental Property. Any multi-family rental structure or rental structure as defined herein.

Rental structure. Any building which includes a dwelling unit or units for rent, including single-family residents, multi-family rental structures, and buildings with less than three (3) dwelling units.

Rental Unit. A dwelling unit in a rental structure occupied or available for occupancy by one or more persons, other than the owner of record.

Residential operator's license. A license to rent a rental property as required by this article.

Tenant. Any person occupying a rental unit.

Village. The village of Alsip.

Sec. 12.701. License to operate rental structures.

(a) License required:

(1) It is unlawful for any person to operate, maintain or offer to rent for residential purposes within the village a rental property, whether vacant or not, without first obtaining a residential operator's license as provided in this Article. The license shall be issued only to an inspection group, as defined in this article.

(2) It is unlawful for a person to enter into a residential lease, either as lessor or lessee, if the premises are posted as being unlicensed or having a revoked or suspended license.

(3) It is unlawful for any person to occupy, renew a lease, offer for rent or permit occupancy of any rental property that is unlicensed or whose license is revoked or suspended.

(b) License application:

(1) Each applicant for a license to maintain a rental property shall file a written application with the code official stating:

(a) The full legal name, address, and home and work telephone numbers of each and every legal and beneficial owner.

(b) The address of the rental property.

(c) The number of dwelling units within the rental property.

(d) In the case of an owner who is not a resident of the village, then either:

(i) The name, address and phone number of an agent within the village with authority to accept service or notice of a violation; or

(ii) A statement by the owner that service by regular mail upon the owner at the address stated in the application will be considered sufficient service for all purposes.

(c) All license fees shall be due and payable on or before November 1 of each year. All licenses shall expire on October 31 of each year from the date of issuance.

(d) Whenever there is a change in the ownership of a rental property or a change in the owner's property agent, the owners shall, within fifteen (15) days of such change, file a written notice with the code official indicating such change.

(e) Application for license renewal shall be made in the same manner as a new application except that the application shall state that it is for renewal.

(f) The license application fee for each rental property shall be \$40.00 per rental unit not to exceed \$100.00, whichever is greater. Owners of four (4) or more multi-family rental structures shall pay a license application of \$50 per structure. If an application for a renewal of an existing license is received after November 1, the fee shall be increased by fifty percent (50%).

Sec. 12.702. Notice of failure to license.

Whenever an owner or property agent of a rental property fails to license the rental property, the village shall post a notice on all entrances to the rental property containing the following statement:

You are hereby notified that the owner or agent of this rental structure property has failed to license this rental property with the Village of Alsip in violation of Section 12.701 of the Village of Alsip Municipal Code. No new leases may be entered into and no leases may be renewed until the proper license is secured.

Sec. 12.703. License issuance or denial.

Each multi-family rental structure property and each unit within the structure shall be subject to inspection in accordance with this article and the village's housing code, sec. 6-325, *et seq.*, for compliance with all applicable regulations. A license may be denied if the rental property has been inspected and is not in compliance with the housing code or the provisions of this article. In such a case, the licensee may apply for a conditional license.

Sec. 12-704. Revocation or denial of license.

(a) Whenever, upon inspection of an inspection group or any portion of an inspection group, the building commissioner or the building commissioner's designee finds that conditions or practices remain which are in violation of this article and the village's housing code, sec. 6-325, *et seq.*, the building commissioner, or the building commissioner's designee, shall serve the owner or operator with a final notice of violation, unless otherwise provided by this article. The notice shall state that unless all violations cited are corrected within a reasonable time of not less than five (5) days nor more than thirty (30) days, the operating license will be revoked. In the case of a renewal, the notice shall provide that the license will be denied.

(b) At the expiration of the time allowed for correction of any violation cited, the building commissioner, or the building commissioner's designee, shall reinspect the multi-family rental structure rental property and if it is determined that the violations have not been corrected, an order shall be issued to revoke or deny the operating license. The order shall take effect seven (7) days following mailing to the landlord unless a hearing is requested as set forth in subsection (c) of this section.

(c) Any person whose license to operate a multi-family structure rental property is subject to revocation or denial shall be entitled to a hearing on the revocation or denial by filing with the village clerk a written request for a hearing before the mayor within seven (7) days following the mailing of the revocation order. Upon receipt of the request, the hearing shall be scheduled for a date not more than twenty-one (21) business days thereafter. Upon completion of the hearing, the mayor may either:

(1) Confirm the revocation or denial; or

(2) Hold the revocation in abeyance and allow additional compliance time not to exceed thirty (30) days; or

(3) Rescind the revocation or issue the license.

(d) If a timely request for a hearing is not filed, the revocation or denial order shall be effective.

(e) In the event an operating license is revoked or denied, the following shall be applicable:

(1) No existing rental agreement or lease shall be renewed and no new rental agreement or lease shall be

entered into with respect to any rental unit located within the inspection group; and

(2) The village may file a civil action pursuant to section 12-709 of this article.

(f) A license which has been revoked or denied shall not be reinstated. The property owners owner(s) may obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license pursuant to this article.

(g) Whenever a license is revoked or denied, the building commissioner, or the building commissioner's designee, shall send notice to the property owner or the listed property agent at the last address provided on the most recent license application. The notice shall be sent by registered mail, return receipt requested. The building commissioner, or the building commissioner's designee, shall also notify all tenants of the rental residential structure by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following statement:

You are hereby notified that the license for this structure has been revoked or denied pursuant to Section 12.703 of the Municipal Code of the Village of Alsip. No existing rental agreement or lease shall be renewed and no new rental agreement or lease shall be entered into with respect to any rental unit located within this building.

Sec. 12.705. Violations; notice of administrative adjudication proceedings.

(a) The following shall constitute violations of this article:

(1) Failure of the owner or owners of the rental residential property to obtain a license for such property.

(2) Failure of the owner or owners of the rental residential property to maintain the structure and premises in compliance with applicable village regulations.

(3) To remove or deface any notice which has been posted pursuant to this article.

(4) Violations of the licensing requirements of this article.

(b) The provisions of Chapter 23 of this Code, section 23-1, *et seq.*, shall govern the process for service and notice of any violation of this article.

(c) No person acting as managing agent or collector of rents of any rental property involved in any proceeding because of violations or alleged violations of the provisions of this article shall be liable thereof if such person shall, within five (5) days after receipt of notice of any alleged violation, have notified the owner or owners of the property or the employer of such person of the purported violation or violations of any provision or provisions of this article and shall have delivered to the building commissioner chief of police, or the chief of police's designee, a copy of such notice with proof of service thereof on the owner, owners or employer.

Sec. 12.706. Penalties.

(a) In addition to any other remedy or penalty specified for a violation of any particular provision of this article, any person found to be in violation shall be subject to a fine of not less than \$200.00 nor more than \$1,500.00 for each offense. A separate offense shall be deemed to be committed on each day during or on which a violation occurs or continues.

(b) Nothing in this article shall prevent the village from taking any action available under this code or any other application regulation. Further, nothing in this article shall prevent the village from taking any emergency action permitted by law when any portion of a multi-family rental structure property is a danger to person or property.

Sec. 12.707. Chronic public nuisance

(a) Declaration of chronic public nuisance property. It shall be unlawful and a nuisance for any person to intentionally, knowingly, recklessly or negligently permit any rental unit and/or multi-family residential structure rental property within the village to become, exist or be used as a chronic public nuisance, and any chronic public nuisances found to exist within the village shall be subject to abatement in accordance with this section. For purpose of this section, multi-family residential structure a rental property shall include the land which is affixed, incidental or pertinent to that structure, including but not limited to any parking area, common area, premises, room, house, building or structure, or any separate part or portion thereof.

(b) Pre-abatement procedure. Whenever the chief of police, or the chief of police's designee, receives one (1) police report of any law enforcement agency lawfully exercising jurisdiction in the village, which report or describes public nuisance activity within the same one (1) year period at, in or on the same rental unit or the same multi-family residential structure property, the chief of

police, or the chief of police's designee, may take the following action:

(1) Notify the landlord that the property may be in danger of becoming a chronic public nuisance property. The notice shall contain the following information:

(a) The street address or legal description sufficient for identification of the dwelling unit and/or at a multi-family residential structure rental property.

(b) A statement that the chief of police has information that the rental property is in danger of becoming a chronic public nuisance rental property with a concise description of the public nuisance activities that may exist or that have occurred. Said notice shall further state the following:

(i) Demand that corrective action be taken to insure that a third (3) or subsequent public nuisance activity does not occur in, on or at a rental unit within that one (1) year period, or, in the case of a multi-family residential structure, to insure that a sixth (6) or subsequent public nuisance activity does not occur within that one (1) year period;

(ii) Explain that, in the event of a subsequent occurrence of a public nuisance activity on that property, the chief of police may declare the property a chronic public nuisance, such that the landlord's residential operator's license shall be subject to revocation; and

(iii) Recommend that landlord enforce the crime free lease provision through eviction or take such other reasonable corrective action as the chief of police deems necessary.; and

(iv) Notify the landlord that the landlord has the right to request a hearing before the mayor to contest the determination of an occurrence of public nuisance activity. Said request for a hearing must be received by the village clerk within either seven (7) days following the date such notice was

personally delivered or placed in the mail. If such a request for a hearing is not received within that time period, the chief of police's determination shall become final.

(c) Said notice shall be served by regular U.S. or by personal service.

(2) Whenever the chief of police, or the chief of police's designee, receives subsequent police reports of any law enforcement agency lawfully exercising jurisdiction in the village, which report or describe a second or subsequent public nuisance activity at, in or on the same rental unit or a second, third, fourth, or fifth or subsequent public nuisance activity at, in or on a multi-family residential structure within the same one (1) year period or the same multi-family residential structure, the chief of police, or the chief of police's designee, shall send a notice in the form set forth in subsection (1) above. For purpose of this section, it is not necessary that notices be sent for each public nuisance activity that may occur, but that two (2) pre-abatement notices be sent in regard to public nuisance activities at a rental unit, and five (5) pre-abatement notices be sent in regard to such activities at a multi-family residential structure, prior to commencement of the abatement proceedings set forth below.

(c) Abatement procedure. If, after complying with the notification procedures described in subsection (b) of this section, the chief of police receives a police report documenting the occurrence of a third or subsequent police nuisance activity at, in or on the rental unit and/or receives a police report documenting the occurrence a sixth or subsequent public nuisance activity at, in or on a multi-family residential structure within one (1) year of the acts or conduct with respect to which a notification was issued, and determines that the property has become a chronic public nuisance property, the chief of police, or the chief of police's designee shall:

(1) Notify the landlord of the rental unit and/or multi-family residential structure that the property has been declared a chronic public nuisance property. The notice shall contain the following information:

(a) The street address or legal description sufficient for identification of the property.

(b) A statement that the chief of police has determined the property to be a chronic public nuisance property with a concise description of

the public nuisance activities leading to that finding.

(c) A statement that the chief of police has recommended to the mayor the revocation or suspension of the residential operator's license or the denial of an application for a residential operator's license.

(d) Said notice shall be served by regular U.S. mail, or by personal service.

(d) Hearing procedure. A hearing shall be held on the recommendation of the chief of police pursuant to subsection (c) above to revoke or suspend a residential operator's license or to deny the application for a residential operator's license. The hearing shall be held by the mayor pursuant to the procedures set forth in section 12-9 of this Code. The landlord shall have the right to appeal pursuant to section 12-10 of this Code.

(e) Burden of proof, notice.

(1) In an action seeking abatement of a chronic public nuisance property by revocation or suspension of the landlord's residential operator's license, the village shall have the initial burden of showing by a preponderance of evidence that the property is a chronic public nuisance property.

(2) For purpose of showing that the property is a chronic public nuisance property and that a public nuisance has occurred on the property, the testimony of police officers to recount witness statements shall be admissible, subject to the discretion of the hearing officer.

(3) The following are defenses to an action seeking suspension or revocation of a residential operator's license:

(a) That the landlord, at the time in question, could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic public nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the findings that the property is a chronic public nuisance property.

(b) That the public nuisance activities occurring at a rental unit were not related to the same tenant. Public nuisance activities at a rental unit

are subject to abatement under this section, if they occur while the rental unit is leased to the same tenant.

(4) The failure of any person to receive the notices in subsections (b) and (c) of this section shall not invalidate or otherwise affect the proceedings under this section.

(f) The chief of police, or the chief of police's designee, shall cause notice to be sent to the property owner or the listed property agent at the last address provided on the most recent application of the revocation or suspension of a license. The notice shall be sent by registered mail, return receipt requested. The chief of police, or the chief of police's designee, shall also notify all tenants of the rental residential structure by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the statement that is set forth in section 12-704(g) of this article.

(g) Eviction or retaliation prohibited. It shall be unlawful for an owner to terminate the lease agreement of a tenant or otherwise retaliate against any tenant because that tenant complained to the chief of police village about nuisance activities on the owner's premises.

Sec. 12.708. Crime Free Housing.

(a) A residential operator's license shall not be issued until the landlord, or designated agent, has attended and successfully completed the Village of Alsip's crime free housing seminar. Licenses shall be null and void if the landlord, or designated agent, fails to comply with the seminar requirement by January 1, 2008.

(b) In the event that a landlord makes application for a residential operator's license and has met all other license requirements, but a crime free housing seminar is not available, a conditional license may be issued, effective no more than three (3) months from the date of issuance, subject to attendance and successful completion by the landlord, or his/her designated agent, of that seminar within that time period. Upon completion of the seminar within that time period, a residential operator's license shall be issued for the balance of the year.

(c) In the event that a designated agent attends the crime free housing seminar to comply with this section, and that agent is no longer employed by the landlord or designated by the landlord to be responsible for managing the rental unit and/or multi-family residential structure under the residential operator's license, the landlord, or a newly designated agent, shall attend and successfully complete the seminar within three (3) months of that event.

(d) A landlord of a residential rental unit or structure may be certified as a residential operator upon issuance of a residential operator license, and a certificate of completion of the crime free housing seminar. The

certification as a residential operator shall be issued on an annual basis, subject to annual compliance with the above requirements.

(e) At any time after two (2) years from the date of the issuance of a residential operator's license, a landlord or designated agent may be required to attend and successfully complete the crime free housing seminar. Such requirement shall be subject to the determination of the chief of police who shall consider the following in making such determination:

(1) Whether the rental unit or multi-family residential structure property, subject to the Residential Operator's License, is in danger of becoming a nuisance residential rental property as defined in this Section; and

(2) Whether the criminal activity is occurring on the premises and the landlord has failed to initiate eviction proceedings or take other appropriate action.

(3) (f) A residential operator's license shall not be renewed if attendance is required and not complete within three (3) months of the notice to that effect. Such notice shall be delivered or mailed to the landlord, or designated agent, at the address designated on the most recent license application.

(f) (g) The chief of police shall maintain a list of landlords and/or designated agents who have attended the crime free housing seminar and/or who are certified residential operators, along with the dates of attendance and verification that the landlord or designated agent has otherwise complied with the Village Code to be eligible for issuance or renewal of a residential operator's license.

(g) (h) Upon adoption of this section, every subsequent lease, including lease extensions, shall contain a crime-free lease provision, the purpose of which is to make criminal activity, not limited to violent or drug-related criminal activity, engaged by, facilitated by or permitted by the lessee, member of the household, guest or other party under the control of the lessee, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. The crime-free lease provision shall be in substantially the following form:

CRIME FREE HOUSING LEASE PROVISION
Prohibition Against Criminal Activity on Premises

(1) The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate criminal activity on the leased premises or on Lessor's property, which includes the leased premises, at _____.

(2) The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

(3) The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.

(4) The Tenant is vicariously liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.

(5) One or more violations of subsections 1, 2, or 3 of this Lease Section constitute a substantial violation and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the leased premises. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall by a preponderance of the evidence.

(6) In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.

(7) For purposes of this Lease Section, criminal activity shall mean:

(a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 1961, 720 ILCS 3/0-1, *et seq.* Any offense defined and prohibited by Article 19 (Kidnapping and related offenses) of the Criminal Code of 1961, 720 ILCS 5/10-1, *et seq.*

(b) Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-15 (Soliciting for a Prostitute), Section 11-16 (Pandering), Section 11-17 (Keeping a Place of Prostitution), Section 11-20 (Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 1961, 720 ILCS 5/11-14, 5/11-15, 5/11-16, 5/11-17, 5/11-20, 5/11-20.1, and 5/11-21.

(c) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 1961, 720 ILCS 5/12, *et seq.*

(d) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 1961, 720 ILCS 5/16-1, *et seq.*

(e) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 1961, 720 ILCS 5/20-2, *et seq.*

(f) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 1961, 720 ILCS 5/24-1, *et seq.*

(g) Any offenses defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 1961, 720 ILCS 5/25-1, *et seq.*

(h) Any offense defined and prohibited by Section 26-2 (Disorderly Conduct) of the Criminal Code of 1961, 720 ILCS 5/26-2, *et seq.*

(i) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 1961, 720 ILCS 28-1, *et seq.*

(j) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 1961, 720 ILCS 5/31-1, *et seq.*

(k) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.

(l) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/1, *et seq.*

(m) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, *et seq.*

(n) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, *et seq.*, which is relative to the commission of any of the aforesaid principal offenses.

Sec. 12-709. Civil action by the village to enforce compliance.

Whenever the chief of police or the chief of police's designee has reasonable cause to believe that any landlord or tenant is engaged in a pattern or practice of violating the provisions of this article, the landlord's operating license has been suspended, the village, in addition to all other remedies provided herein, may bring a civil action by filing a complaint signed by the chief of police, setting forth the facts pertaining to such cause and shall have a right to one or more of the following: a permanent or temporary injunction, restraining order, the appointment of a receiver, the damages as hereinbefore provided. Such relief may be obtained against the landlord or tenant responsible and shall be as is necessary to ensure compliance with the provisions of this article and the full enjoyment of the rights herein established. Before filing a complaint in court with respect to a violation of this article, the building commissioner, chief of police, or the chief of police's designee, shall notify the offending tenant, landlord, operating licensee or other property person designated to receive receive notices and service of process on behalf of such landlord or licensee requesting compliance.

SECTION 3. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this

Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This ordinance shall be in full force and effect immediately after its passage and publication as required by law.

ADOPTED by the President and Board of Trustees of the Village of Alsip, Cook County, Illinois, on May 5, 2008 by the following roll call vote:

	YES	NO	ABSENT	ABSTAIN
Collins	x			
Shapiro	x			
Graczyk	x			
Godfrey	x			
McGreal	x			
Michaels	x			
President Kitching				
TOTAL				

Patrick Kitching
PRESIDENT

ATTEST:

Deborah Venhuizen
VILLAGE CLERK

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 705/5)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.)

International Crime Free Association



C.F. Multi-Housing



C.F. Condo



C.F. Hotel / Motel



C.F. Mobile Home



C.F. Mini-Storage



C.F. Lifestyles

Dear Rental Property Owner / Manager,

The Crime Free Multi-Housing Program was born in 1992. It has since spread around the world including about 2000 communities in more than 44 of the United States.

The first annual conference for those involved in Crime Free (police personnel and private rental property managers) was held in San Diego in 1999. The conference has grown in stature and excellence since then and has traveled to Seattle, WA, Savannah, GA, Minneapolis, MN, Mesa, AZ, and Riverside, CA.

The growth of Crime Free programs around the nation and the success of the annual conference led to the formation of the non-profit ***International Crime Free Association***. For additional information, please visit the association web page at <http://www.crime-free-association.org> . Membership information is included following this page.

One benefit of membership is the Yahoo message group. Hundreds of Crime Free practitioners (law enforcement and private managers) share information and ideas. It's a wonderful forum.

Sincerely,

John Nebl
Board of Directors
International Crime Free Association

International Crime Free Association
P.O. Box 31745, Mesa, AZ 85275-1745
<http://www.crime-free-association.org>

Frequently asked questions about Crime Free Multi-Housing and the Village of Alsip Residential Rental Ordinance

1. I only have one unit, why does the ordinance apply to me?

Laws regarding rental properties and eviction proceedings can be complicated. Most small property owners operate their rental unit as an investment and may not have the background, information, or experience that would assist them in preventing or dealing with problems on their property. The village has had several cases related to rental condos or rental single-family homes where drug sales, criminal gang activity and severe nuisance problems that adversely impacted the quality of life in the neighborhood have occurred **and** the property owner was unaware or unable to quickly or effectively resolve the matter. One has no way of knowing if the next renter will become a nightmare for you and the community. The Crime Free Multi-Housing program can help you be prepared to prevent problems or be ready to quickly and effectively deal with problems should they occur.

2. Why is the seminar 8-hours and what will I learn?

The Crime Free Multi-Housing program was developed in 1992 by the Mesa, Arizona Police Department. Over 1700 communities in 44 states and 4 Canadian provinces have been trained in CFMH. The information contained in the seminar is a compilation of experience and proven methods from professional rental property managers, lawyers, and police officers. Seminar topics include:

- Explanation of the Village of Alsip's residential rental ordinance
- Overview of community policing and the village resources available to assist you
- Explanation of the Crime Free Lease Addendum with samples provided
- Crime Prevention and Risk Management
- CPTED (Crime Prevention Through Environmental Design) overview
- Applicant Screening
- Active Property Management and Working with the Police
- An Attorney discussing leases and evictions
- Village of Alsip's rental issues/inspections/miscellaneous ordinances
- Special Investigations Officers with gang and drug awareness information
- A workbook and additional valuable handouts and resource information

3. It is difficult for me to attend one whole session for 8-hours

In an effort to provide the rental property owner, agent (manager), or the owner's designee, an opportunity to attend the seminar with the least amount of difficulty, we are offering several sessions. Seminars are scheduled on weekdays, Saturdays, and split over two (02) evenings.

4. I live out of state. Do I have to attend?

Not necessarily. If you live out of state, you undoubtedly have a local individual that handles matters for you related to rental property. With this in mind, the ordinance does state the rental property owner **OR** designated agent (manager or designee) shall attend a CFMH seminar.

5. I own more than one unit in the village. How many seminars do I need to attend?

You (or your agent or designee) need only attend one seminar regardless of the number of rental units that you own or operate in the village.

6. Does the ordinance require a criminal background check for rental applicants?

No. Thorough applicant screening is recommended and discussed in the seminar, however, the ordinance does not require criminal background checks.

7. Does the ordinance require me to evict a tenant for one criminal incident?

No. The ordinance does require the use of a Crime Free Lease Addendum or similar wording in the body of the lease that makes criminal activity a cause for eviction. The ordinance does not require an eviction based on criminal activity. It simply provides the rental property owner the tool and ability to deal with a problem if they choose or need to. The Crime Free Lease Addendum was developed by HUD and is used in section 8 leases utilized by housing authorities. Evictions based on this concept were upheld by the U.S. Supreme Court in 2002 (see *Oakland Housing Authority v. Rucker* and *Department of Housing and Urban Development v. Rucker*).

8. Doesn't the ordinance promote discrimination or profiling?

No. The Federal Fair Housing Act, which is discussed during the seminar and contained in the workbook, has seven protected classes. The seven protected classes relate to a persons **race, color, national origin, religion, sex, familial status or handicap (disability)**. **A person's behavior is not a protected class.** The ordinance is intended to deal with a tenant's or tenants friends and associates criminal or excessive nuisance behavior that is impacting the health, safety, or quality of life of a neighborhood regardless of the tenant's race, ethnic background, or income status. Would you like to live next to a drug dealer, gang member, or renter that has loud and drunken parties every weekend?

9. How can I be held responsible for the actions of my tenant?

A rental property, regardless of size, is in fact a business operation. While the village has the power to declare certain businesses a nuisance, it has the right and responsibility to do the same for troublesome rental properties. The ordinance is designed to provide education and tools to rental property owners that will assist them and empower them to reduce the chances of problems and be prepared to quickly and effectively deal with problem tenants. This will not only assist the village and local neighborhoods, but may also protect the rental property owner from potential loss of rent during a protracted eviction and costly repairs to damaged units.

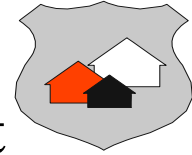
10. Will my rental license be suspended or revoked any time a crime happens?

No. With over 355 apartment buildings and 8 major complexes (totaling 3,229 separate units) and over 2,705 single unit rental licenses (condos, single family homes, etc.) it is not possible to track every single incident. However, the units that become excessive in nature by virtue of the type of criminal activity or amount of nuisance activity (as noted in the ordinance) that impacts the quality of life of that neighborhood, the license holder will be notified. The owners that actively work with the police department in an attempt to resolve the problem should have no concern. The village **will not** automatically suspend or revoke a rental license for a property that meets the nuisance standard. The police chief, upon specific recommendation, may review the situation and may suspend or recommend revocation for a small percentage of rental property owners who fail to attempt to resolve problems on their property.

11. Does Crime Free Multi-Housing really work?

YES!! Crime and drug infested properties around the country have seen dramatic decreases in calls for police service after CFMH was implemented. Another comparable village implemented the Crime Free Multi-Housing Program in 1999. Since then, they have experienced an **11% decrease** in calls for police service at their 18 major rental properties. During this same time period, calls for police service village-wide increased by 16%. It is apparent that the efforts of the CFMH program works for rental properties. Additionally, several nearby communities are either in the process of implementing the CFMH program while a number of nearby communities have already implemented the CFMH program.

The Alsip Crime Free Multi-Housing Program



Phase 2/CPTED Assessment

Property: _____ Daytime Visit: _____

Owner: _____ Phone: _____

Manager: _____ Night Visit : _____

Maintenance: _____ Phone: _____

Mgr. Review Date: _____

Waver Review Date: _____

Certification Date: _____

Mandatory

1. Phase One Certificate Posted? Yes No
To be visible in common area to tenants and visitors

2. Crime Free Lease Addendum Utilized? Yes No
(WILL be checked annually)

3. Deadbolts? Yes No

4. Strike Plates/Screws: Yes No

5. Eye Viewer: Yes No

6. Anti-Slide and Anti-Lift Protection	Yes	No
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7. Landscaping (Per Police Recommendation)	Pass	Fail
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8. Lighting (Per Police Recommendation)	Pass	Fail
--	-------------	-------------

9. Territoriality (General Appearance)	Pass	Fail
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Optional

Applicant Screening/Criminal Background Checks	Yes	No	
Photo ID Required During Tour	Yes	No	N/A
All Residents Names Listed on Lease	Yes	No	

Comments and/or Waiver

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CFMHP Inspector	Date	Property Mgr/Owner



**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 payments shall be no more than 20% of their combined monthly gross income.
- "Income" means salary and wages from all employment, interest income, dividends, 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 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 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 the 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 admittance 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.

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 proof of identity, proof of employment, credit check, rental history, and criminal background, if available. A good screening plan should call for all non-dependent 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 don't enforce occupancy rules and have lowered their screening standards on credit, rental and employment history, and don't do available criminal background checks. A policy of collecting higher security deposits or getting co-signers for an otherwise unqualified applicant is asking for trouble down the road and is unfair to the other good 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 friends. The character of your property can change dramatically, 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 drinking in the parking lot and creating 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 or local rules. 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-percent 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 ID 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



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 s/he 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.

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](#)



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 a "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 an 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 an 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 an 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 want 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 choose 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 March 22, 2007

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](#)

Withholding security deposit - - Statement of damages - - Liability of lessor

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 or by mail directed to his last known address, 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.

Section 710/1.1 Transferee liability

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.

Section 710/2 Effective date

This Act takes effect January 1, 1974 and applies to leases executed on or after that date.

SECURITY DEPOSITS ON RESIDENTIAL LEASES**Section 715/1 Interest to be paid by lessor on security deposits - - Rate**

A lessor of residential real property, containing 25 or more units, 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 of 5% per year on any such deposit held by the lessor for more than 6 months.

Section 715/2 Time for payment - - Penalty for refusal to pay

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.**

Section 715/3 Application of Act

This Act does not apply to any deposit made with respect to public housing.

Chicagoland Apartment Association

Resident Screening

Fidelity Information Corporation

17383 Sunset Blvd., Suite A-370
Pacific Palisades, CA 90272
Phone: (310) 573-9944
Fax: (310) 230-0021
<http://www.gofic.com>

First Advantage Saferent

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

On-Site.com

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

RealPage, Inc.

4000 International Pkwy.
Carrollton, TX 75007-1913
Phone: (877) 325-7243
Fax: (972) 820-3383
Email: marketing@realpage.com
<http://www.realpage.com>

Reliable Background Screening

P.O. Box 22215
Phoenix, AZ 85028
Phone: (800) 787-2439
Fax: (602) 870-7524
Email: sales@reliablescreening.com
<http://www.reliablescreening.com>

Rentgrow, Inc.

307 Waverley Oaks Road, Suite 301.
Waltham, MA 02451
Phone: (800) 736-8476
Fax: (781) 290-0687
<http://www.rentgrow.com>

Resident Data, A Choicepoint Service

12770 Coit Rd., Suite 1000
Dallas, TX 75251
Phone: (972) 952-1480 ext. 6
Toll Free: (800) 487-3246 ext. 6
Fax: (800) 687-1099
<https://www.residentdata.com/>

Residentcheck.Com

4230 LBJ Freeway, Suite 400
Dallas, TX 75244
Phone: (972) 419-2580
Fax: (800) 495-4842
Email: information@residentcheck.com
<http://residentcheck.com>

Screening Reports, Inc.

729 N. Rt. 83, Suite 321
Bensenville, IL 60106
Phone: (866) 389-4042
Fax: (866) 389-4043
Email: jtalarico@screeningreports.com
<http://www.screeningreports.com>

Straight Arrow Screening

PO Drawer 2470
McKinney, Tx 75070
www.arrowchk.com
Phone: 1-877-542-8966
Fax: 1-877-542-8110

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT *v.* RUCKER *et al.*

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

No. 00-1770. Argued February 19, 2002--Decided 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 tenant's household, or any guest or other person under the tenant's 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 tenant's 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 tenant's household or a guest. Respondents filed federal actions against HUD, OHA, and OHA's 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 Court's issuance of a preliminary injunction against OHA was affirmed by the en banc Ninth Circuit, which held that HUD's 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](#), 842-843.

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](#), 5--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 Ninth Circuit's ruling that "under the tenant's control" modifies not just "other person," but also "member of the tenant's 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 tenant's 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. 4-11.

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

00-1770 v.

PEARLIE RUCKER *et al.*

OAKLAND HOUSING AUTHORITY, *et al.*, PETITIONERS

00-1781 v.

PEARLIE RUCKER *et al.*

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 tenant's household, or any guest or other person under the tenant's

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 tenant's 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 tenant's 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 Pearlie 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 Rucker's apartment;¹ and (3) that on three instances within a 2-month period, respondent Herman Walker's caregiver and two others were found with cocaine in Walker's 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 OHA's director in United States District Court. They challenged HUD's 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 tenant's 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. 01-770, pp. 165a-166a.

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 Court's grant of the preliminary injunction. See *Rucker v. Davis*, 237 F. 3d 1113 (2001). That court held that HUD's 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, 842-843](#) (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 tenant's household, or any guest or other person under the tenant's 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 tenant's control" modifies not just "other person," but also "member of the tenant's 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 tenant's 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 tenant's control." HUD offers a convincing explanation for the grammatical imperative that "under the tenant's 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 tenant's 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 1121-1122. 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(l)(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 4-6, 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 HUD's 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 1124-1125 (citing *Scales v. United States*, [367 U. S. 203](#), 224-225 (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(l)(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. 00-1781, *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 tenant's control, shall not engage in:

"(A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's 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. 101-316 (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(l)(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. 101-943, 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 15-16. For the reasons discussed *supra* at 6-7, legislative history concerning forfeiture provisions is not probative on the interpretation of §1437d(l)(6).

A 1996 amendment to §1437d(l)(6), enacted five years after HUD issued its interpretation of the statute, supports our holding. The 1996 amendment expanded the reach of §1437d(l)(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 HUD's 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(l)(6), does not violate §1437d(l)(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(l)(6). See *Green v. Bock Laundry Machine Co.*, [490 U. S. 504, 524-526](#) (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 O'Scannlain, 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.

***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 for failure to pay late charges, but may terminate this Agreement for 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 assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit 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. make or permit 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. **Deal with the annual recertification of their income.**
3. **Deals with interim recertifications 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 the 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 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 a 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).

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 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 take 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 it's "model lease". The following are provisions that re being considered:

1. Termination of Tenancy – termination reasons 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 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 tenant's control that:
 - 1. threatens the health, safety or right to peaceful enjoyment of 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 arrested 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 Tennant 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 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 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 require 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 a 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 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 were 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.

THE 100 MOST COMMONLY ASKED QUESTIONS ABOUT ILLINOIS CONDOMINIUMS ... WITH ANSWERS

PRESENTED BY

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JOHN H. BICKLEY III
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BIOGRAPHICAL INFORMATION

John H. Bickley, III, (Member) born Evanston, Illinois, November 7, 1952; admitted to Illinois Bar, 1978; Admitted to U.S. District Court, Northern District of Illinois including Trial Bar; Education: Colorado State University (B.A., 1975); Chicago-Kent College of Law, Illinois Institute of Technology (Doctor of Jurisprudence, with Honors, 1978).

Rated “AV” By Martindale-Hubbe, (National Attorney Rating Organization): Very High to Preeminent Legal Ability and Ethical Standards.

Author/Co-author: "The Board Members Guide to Illinois Association Law", "A Board Members Guide to Rules and Regulations" "The 100 Most Commonly Asked Questions About Illinois Condominiums...With Answers" "A Board Members Guide To Insurance" "A Board Members Guide to Establishing Proper Capital Reserve Accounts" "Evictions Procedures In Illinois" "A Board Members Guide to Collection Of Assessments".

Lecturer/Instructor, Condominium and Association Law-Harper College, 1992-present; Joliet Junior College 2004 to present;

Elected/Appointed Positions: Trustee, Village of Hawthorn Woods, 1998. Chairman, Village of Hawthorn Woods Environmental Committee, 1994-present. Assistant Attorney General, State of Illinois, 1978-1979. Hearing Officer, Illinois State Board Of Elections 1985-1990; Chief Defense Counsel, United States Marine Corps, 3rd Marine Division, Okinawa, Japan, 1980-1981. Chief Trial Counsel, United States Marine Corps, 1st Force Service Support Group, 1982-1983. Promoted to rank of MAJOR United States Marine Corps.

Member: DuPage County (Sub-Committee on Real Estate Law), Lake County Bar Association (Committee on Real Estate Law), Illinois State and Federal Bar Associations; Illinois Trial Lawyers Association; The Association of Trial Lawyers of America. Phi Alpha Delta.

Practice Areas: Condominium Law; Condominium Development; Civil/Commercial Litigation; Insurance Litigation; Personal Injury.

AUTHOR

JOHN H. BICKLEY, III is a partner with the law firm of KOVITZ SHIFRIN NESBIT, Mr. Bickley, based in the law firm's Buffalo Grove office, has extensive condominium, townhouse and homeowner litigation experience.

FOREWORD

On a daily basis, the members of KOVITZ SHIFRIN NESBIT are constantly asked general questions regarding association law. Many of these questions are frequently repeated. As a result, the firm has collected one hundred questions and answered them for you. It is hoped that this will be helpful to your association and perhaps keep attorneys' fees down. Obviously, certain association documents may change some answers and you should consult an attorney when a legal question arises.

- Q-1. Our condominium association is experiencing problems with renters. Can we prohibit people from renting units in our association?
- A-1. A Declaration Amendment which is properly adopted can restrict renters within an association. The Board may also restrict renters by the passage of a rule but such a rule is more susceptible to being overturned by the courts.
- Q-2. How much insurance should our condominium carry?
- A-2. The association should have insurance to protect the property against loss or damage by fire and other hazards. The amount required under statutory law is the full insurable replacement cost of the Common Elements and units. In addition, the association should have enough liability insurance to reasonably keep it from sustaining a loss. Directors' and Officers' Liability insurance coverage should also be obtained, but a fidelity bond is required for condominiums with over 30 units. Other types of insurance are optional, such as workman's compensation, boiler, automobile insurance, etc.
- Q-3. Can the association prohibit people from having dogs and cats in the association?
- A-3. Yes. However, in order to prohibit dogs and cats, it may be accomplished through an amendment to the association's Declaration, or by the passage of a rule. However, a rule is more susceptible to being overturned by the courts. You may want to consider a "grandfather clause" in order to save the association problems in the initial stages of enforcement of the provision and to limit liability.
- Q-4. Unfortunately, our budget for this year turned out to be inadequate. Our condominium association needs to pass a special assessment in order to have enough money to operate. How much of a special assessment can the Board pass without unit owner approval?
- A-4. If the repair is required because it is mandated by law or it is an emergency situation, then the association does not need any unit owner approval. Emergency is defined as an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the unit owners. A special assessment for additions or alterations to be the common elements or association owned property, requires the approval of two-thirds of the total votes of all unit owners.
- Q-5. We are having problems collecting assessments in our association. How should we go about assessment collection?
- A-5. The Board must be aggressive in the collection of assessments in order to protect the financial integrity of the association. After a delinquency of sixty days past due, the delinquent account should immediately be turned over to the association's

attorney. There are various means for collecting assessments, including evicting the unit owner, which are relatively swift and inexpensive for the association.

Q-6. Can we publish a list of those units owners who are delinquent in paying assessments?

A-6. Probably, however, it is not recommended. The publication of a delinquency list is highly risky from a legal standpoint and usually is not effective. It is better for the association to turn the delinquencies over to the association's attorney and let him/her collect the assessments for you.

Q-7. Our Village just informed us that it is considering allowing condominium associations to dedicate streets to the Village. Should we do it?

A-7. Whether or not the streets should be dedicated to the Village is a decision the Board should consider very carefully. While some rights with respect to traffic control and parking are given up in a street dedication, the association relieves itself of the burden of maintaining the streets. Both long-term maintenance and snow removal are expensive.

Q-8. A cable television company wants to lay cable in our association. Do we have to let them lay it?

A-8. Yes. The cable company has a legal right to lay cable, even without the association's approval. However, the cable company may have to compensate the association for paying the cable and the association would have the right to control where the lines are placed.

Q-9. Can our association place age limitations on residents that live in the association?

A-9. Age limits are only permitted if they are established in accordance with the Fair Housing Amendments to the Civil Rights Act. An over 55 community must meet strict HUD guidelines first.

Q-10. Should our condominium association have a "reasonable reserve account" to cover emergencies and major expenditures and may we use it to pay for deficits and operating expenses.

A-10. Yes. As a condominium association, you are required under the law to maintain a "reasonable reserve account." Items to look for to determine whether your reserves are appropriate are as follows: the repair and replacement costs and useful life of the property which the association is obligated to maintain; the current and anticipated return on investment of association funds; any independent professional reserve study which the association obtained; the financial impact on unit owners; the market value of the condominium, if an assessment increase is needed; and the ability of the association to obtain financing or refinancing.

- Q-11. Our association's insurance policy has "employee theft" coverage. Is this the same as fidelity coverage?
- A-11. Probably not. For associations with 6 or more units, the Condominium Property Act requires fidelity coverage for persons who control or disburse association funds. This includes managers. However, managers are typically not "employees" of the association. Upon a theft of funds by a manager, the insurance company will likely decline coverage. This can be prevented if the manager is explicitly included in the policy's definition of "employee."
- Q-12. How do I know whether or not our association is a condominium association or some other type of association?
- A-12. If your association is a condominium association, the Declaration (Covenant) of the association will state that, by recordation of the Declaration, the Declarant intends to submit it to the Illinois Condominium Property Act. Further, if it is a fairly new association, the word "condominium" is required to be included in the title of the association.
- Q-13. What is a "Limited Common Element" in the condominium?
- A-13. A "Limited Common Element" is a portion of the Common Elements that is designed to serve one or more, but not less than all the units. The definition can be found within your association's Declaration or Section 4.1 of the Illinois Condominium Property Act.
- Q-14. The percentage interest in the Common Elements in our association does not seem to be proper. How can we change it?
- A-14. The percentage ownership in the Common Elements was required to be determined by the Developer according to the unit's value in comparison to the entire association. Once the percentage is established by the Developer, it cannot be changed without one hundred percent approval of all unit owners and mortgagees. The one exception arises if the percentage interest does not add up to one hundred percent or if there is an error or omission in regard to the values. If a correction is necessary, two-thirds (2/3rds) of the Board or a majority of unit owners can amend the percentage ownership pursuant to the Illinois Condominium Property Act.
- Q-15. We own a garage unit in our association and would like to put a dividing wall in it. The Board is agreeable, but the Board says the Illinois Condominium Property Act prohibits partitioning the condominium association. Is this true?
- A-15. The Illinois Condominium Property Act prohibits partitions in the condominium association, but this is a legal term having to do with dividing ownership among tenants in common. It does not prohibit putting up a partition wall in a portion of a unit. Thus, the

Illinois Condominium Property Act does not prohibit what you are attempting. However, modification of the Common Elements typically requires at least Board approval in most associations.

Q-16. I pay two times as much monthly assessments to our association as my neighbor. What is the proper way to compute assessments in the association?

A-16. Assessments are determined according to the percentage of ownership in the Common Elements set forth in the association's Declaration. If you have twice the percentage ownership of your neighbor, you will pay twice the monthly assessment.

Q-17. A contractor got into a dispute with our association Board and filed a lien against the property. Does this stop me from closing on the sale of my unit?

A-17. No. If there is a lien against all of the units, you need only pay your portion of the share to have the lien released. In the alternative, you may deposit money with the title company to cover your proportionate share of the lien (usually plus another fifty percent) in order to be able to close on the sale of your unit. If the association settles with the contractor, you should get your money back. Sometimes, associations make arrangements with the title company insure over "disputed" claims." You should contact your Board.

Q-18. I am going to purchase a condominium unit. How do I know that assessments are all paid?

A-18. You can obtain from the association's Board a statement telling you the amount of any unpaid balances on the unit. However, there may be a cost associated with obtaining this instrument.

Q-19. If I do not pay my association assessments, can the Board take the title to my unit?

A-19. Yes. If you do not pay the assessments, the arrearage immediately becomes a lien upon your unit. The association may record the lien and foreclose in much the same way a mortgage company would foreclose on your unit.

Q-20. Our association is in dispute with another party. The other party says that the association cannot sue him and that all the other unit owners must be in the lawsuit. Is this true?

A-20. The Board of the association has the standing to file suit on behalf of all of the unit owners where the Common Elements are involved or where more than one unit is involved.

Q-21. How are real estate taxes calculated on condominium units?

- A-21. The proper way for calculating taxes on condominium units is to take the total tax bill for all of the property located at the association and multiply it by the percentage interest of each unit to determine the proper tax bill for each unit.
- Q-22. If I believe that my real estate tax bill is too high, can I get it reduced?
- A-22. Yes. However, if one unit owner's real estate tax bill is high, chances are that all the rest of the tax bills are also high. The Condominium Property Act authorizes the Board of the association to retain an attorney on behalf of all unit owners to seek a tax reduction.
- Q-23. My condominium association owns a pool and a clubhouse. The condominium is being taxed and so is the clubhouse. Is this double taxation?
- A-23. Yes, it is double taxation. However, the Illinois Revenue Act requires the County Tax Assessor's Office to eliminate the taxes on the association's property under these circumstances. You should see an attorney in order to accomplish this.
- Q-24. As a condominium owner, am I required to purchase insurance for my unit?
- A-24. The condominium association purchases the insurance to cover the units in case of fire or other casualties. However, you should purchase insurance to cover the improvements, internal fixtures and your own personal belongings. In addition, you should purchase insurance to cover yourself against liability, if, for example, someone was injured in your unit.
- Q-25. May the association enter into a contract with a board member?
- A-25. Yes, but only if the provisions set forth in Section 18(a)(16) of the Condominium Property Act regarding "full disclosure" are followed. They pertain to notification to the unit owners and procedure whereby the units owners can "veto" the contract.
- Q-26. What if our condominium is destroyed by fire and we do not have enough insurance?
- A-26. If the condominium building burns and the unit owners do not voluntarily make up any shortage in the insurance proceeds to enable the Board to reconstruct the property, the proceeds may be distributed according to percentage interest ownership. The mortgagees and lien holders are first paid out of each unit owner's proportionate share. The real estate is then held by all of the unit owners as tenants in common according to their percentage interest. Alternatively, there are provisions for removing the destroyed units from the association.
- Q-27. I bought a unit in a twelve flat condominium association. The developer still retains title to eleven units and says he is going to sell the building, including my unit. Can he do this?

- A-27. Yes. When the association has four or more units, seventy-five percent of the unit owners may elect to sell the property. If they do so, each unit owner must sign such documents as are necessary to sell his unit. The unit owner then obtains his percentage interest in the total sales price. If the owner does not consent to the sale, he/she may secure an appraisal and obtain the amount of the appraisal from his/her proceeds. However, it may be difficult to prove that the unit has a higher value than the percentage ownership times the value of the building. This is especially true since the developer owns so many units.
- Q-28. Our condominium association does not have By-Laws. How would we adopt them?
- A-28. Your association does have By-Laws. They probably are part of the Declaration. Unfortunately, the Illinois Condominium Property Act provides that By-Laws either may be incorporated in the Declaration or attached to it as an exhibit. Where the By-Laws are incorporated into the Declaration, it frequently causes confusion as to which provisions constitute the By-Laws. A good clue is the covenants governing operation of the association itself, the election of the Board, and powers and duties of officers on "By-Laws."
- Q-29. We have made several amendments to our condominium By Laws. Should we record them?
- A-29. No modification or amendment to the Declaration or By Laws of the condominium association is effective until it is recorded. If you have not recorded the amendments, they are not effective.
- Q-30. We have a multi-building condominium association. Can we elect a Board member from each of the buildings?
- A-30. No, the Condominium Act regards Board Members to be elected at large.
- Q-31. Is it permissible for Board Members to be elected for three (3) year terms?
- A-31. No. The maximum term for a Board Member in a condominium association is two years, but Board members may succeed themselves by running for another term.
- Q-32. Can we amend our condominium association's By-Laws to provide that only residents can sit on the Board?
- A-32. No. Among other things, a residency requirement for Board members would be construed as establishing resident owners as a separate class of membership from non-resident owners. The Illinois Condominium Property Act prohibits classes of membership. In addition, Courts in other states have struck down discrimination against non-resident owners.

- Q-33. Can a husband and wife own one condominium unit as joint tenants and both sit on the Board of our condominium association?
- A-33. No. The law is clear that when a husband and wife own only one unit, they are both not entitled to sit on the Board at the same time. However, if the individuals own two units, then they are both entitled to sit on the Board at the same time.
- Q-34. Can Board members be compensated for their Board services?
- A-34. Unless the association's Declaration or By-Laws states otherwise, the Illinois Condominium Property Act does not prohibit paying Board members for their services. The Illinois Condominium Property Act provides that any compensation paid to Board members must be stated in the By-Laws and it usually requires owner approval.
- Q-35. We want to remove one of the Board members in our condominium association. How do we accomplish this?
- A-35. The Illinois Condominium Property Act specifies that the By-Laws of the association must contain provisions for removal of members of the Board. If the By-Laws are silent, you can refer to the Illinois General Not-For-Profit Corporation Act.
- Q-36. Our condominium Board never provides us with a copy of the annual budget or tells us when it has been passed. Is this proper?
- A-36. Your Board is acting improperly. The Illinois Condominium Property Act requires that the unit owners be given a copy of the proposed budget thirty days prior to the meeting for adoption of the budget. Also, the unit owners are entitled to notice of the meeting wherein the budget is adopted.
- Q-37. Is there any limit on the Board's ability to increase the annual budget of the association?
- A-37. Yes. If the budget increases by more than fifteen percent in any year, a majority of all of the unit owners may veto the budget, providing they follow the procedures set forth in the Illinois Condominium Property Act.
- Q-38. Must we have our association's financial records audited each year?
- A-38. The Illinois Condominium Property Act provides only that there be an accounting each year. However, it is in the association's best interests not to let the association's records be closed out for a year without some type of audit or review of the records by an independent public accountant.
- Q-39. We keep a simple checking account in our association with everything on a cash basis. What if a unit owner said this is improper? Is it?

- A-39. Maybe not for your checking account, but the Illinois Condominium Property Act now requires that the association's annual accounting show all expenses incurred or paid. In other words, the annual accounting must be done on an accrual basis.
- Q-40. Our condominium Board never lets us attend Board meetings. We never know when they are. Is this proper?
- A-40. No. All meetings of a condominium Board must be an open meeting, subject to certain exceptions. If the Board is meeting to consider employee matters, legal action, including litigation and administration actions, or the taking of action against a unit owner, either for unpaid assessments or infractions of the Rules and Regulations of the association, the Board may hold a closed meeting for these discussions. However, the vote on such matters must be accomplished at an open meeting. If a Board gets together, the crucial question, is, are they conducting association business?
- Q-41. One of the unit owners wants to bring a tape recorder and record all of our Board meetings. Does the Board have to let him do this?
- A-41. The Illinois Condominium Property Act provides that any unit owner may record any open Board meeting, subject to reasonable Rules adopted by the Board designed to prevent interference with or disruption of the meeting.
- Q-42. What types of notice must a Board give to unit owners for Board meetings?
- A-42. Unless a longer time period or another procedure is specified in the Declaration or By-Laws, a notice of a meeting must be posted in a conspicuous place in the condominium at least forty-eight hours prior to the meeting.
- Q-43. Two of our Board members have resigned. Must the association call a special meeting of the owners in order to fill the vacancies on the Board?
- A-43. No. Vacancies on the Board may be filled by a vote of two-thirds of the remaining members of the Board. However, if unit owners feel they would like to have an election, they may petition the Board to call for such an election. If the unit owners do not petition for such an election, the Board may fill the vacancy.
- Q-44. How many members the unit owners constitute a quorum at the membership meeting?
- A-44. For condominiums with 20 or more units, twenty percent (20%) constitutes a quorum.
- Q-45. It has only been one month since our annual association meeting. Several unit owners would like to call a special meeting. How would they do this?

- A-45. In addition to the provisions set forth in the association's By-Laws, the Illinois Condominium Property Act provides that special meetings of the members can be called by the President, the Board members, or twenty percent of the unit owners.
- Q-46. How much notice should our unit owners be given in order to call a membership meeting?
- A-46. The Illinois Condominium Property Act requires that written notice of any membership meeting be mailed or delivered to members giving no less than ten days, nor more than thirty days, notice of the time, place and purpose of the meeting.
- Q-47. How is voting determined in the condominium association? Is it by percentage vote or by each unit having one vote?
- A-47. The Illinois Condominium Property Act maintains that voting shall be on a percentage basis provided, however, that the By-Laws may provide for approval of the unit owners on a one vote per unit basis where the Illinois Condominium Property Act does not specifically allow for a percentage vote.
- Q-48. If several people own one unit in a condominium association, how do each of them vote with respect to that unit?
- A-48. The Illinois Condominium Property Act provides that if only one of the unit owners is present, he is entitled to vote for that unit. If more than one owner is present, the votes allocated to that unit may be cast only in accordance with agreement of a majority in interest. If none of the joint owners object to the vote at the meeting, the association is legally allowed to assume that the one joint owner that is present is authorized to vote.
- Q-49. I am not going to be present at my association's Annual Meeting. Can I vote by proxy?
- A-49. Yes. Unless the Articles of Incorporation or By-Laws otherwise provide, unit owners may vote by proxy. For a proxy to be valid, it must be signed and dated. No proxy is valid for more than eleven months unless the proxy states otherwise.
- Q-50. Can I be present at the counting of ballots?
- A-50. Yes. Any candidate for election to the Board or the candidate's representative has the right, under the Illinois Condominium Property Act, to be present at the counting of ballots of the election.
- Q-51. Our association has a large number of contract purchasers. Can they vote at the annual meeting?

- A-51. Yes. A contract purchaser may vote and run for the Board of the association, but only if he resides in the unit and his contract does not prohibit it.
- Q-52. The developer of our association gave a unit for the janitor to reside in. Since then, we have hired a maintenance company and no longer have a janitor. What vote is required to sell the janitor's unit?
- A-52. The Illinois Condominium Property Act provides that in order to sell a substantial portion of the property of the association, a two-thirds vote of the membership is required. Thus, if the only real estate that the association owns is this unit, it would be wise to have two-thirds vote of the membership to approve the sale.
- Q-53. How many Vice Presidents should a Board have?
- A-53. The Illinois Condominium Property Act does not require that the Board have a Vice President. The only officers required are a President, Secretary and Treasurer.
- Q-54. We have heard that our Board must carry a fidelity bond for both the Board and the Manager. Is this true?
- A-54. Yes. The Illinois Condominium Property Act now provides that for associations with six (6) or more units, those persons who handle or are responsible for the money of the association must be bonded in the full amount of money that they handle.
- Q-55. We have been trying to require our landlord owners to have their tenants follow the rules of the association. How do we do this?
- A-55. The Illinois Condominium Property Act states that the tenants are bound by the Rules and Regulations, Declaration and By-Laws of the association, regardless of whether or not the provisions are within the lease. Because of this, both the landlord and tenant can be held responsible for violations and a possible eviction action can be taken by the Board.
- Q-56. Can our Board give a discount for unit owners who pay their assessments early?
- A-56. No. The Illinois Condominium Property Act specifies that the Board shall have no authority to forebear the collection of assessments.
- Q-57. Should our condominium association be incorporated?
- A-57. Yes, although even if you are not, the Illinois Condominium Property Act states that all condominiums shall be treated like one.
- Q-58. How soon after a condominium association is built must the developer hold the first meeting of the unit owners?

- A-58. The Illinois Condominium Property Act specifies that the initial meeting of the membership shall be held no later than three years after the recording of the Declaration or within sixty days after seventy-five percent of the units are sold, whichever occurs first.
- Q-59. I want to run for the Board of my association. Can I obtain a list of unit owners so that I may solicit their votes?
- A-59. Before the initial meeting of the association, upon the request of any unit owner, the unit owner must be provided with the names and addresses and percentage ownership of each unit owner entitled to vote at a meeting of the association within three working days. At any subsequent meeting, any unit owner is entitled to the same information within thirty days.
- Q-60. Our developer turned over the association to the unit owners and we have no records to enable us to operate the association. What should have been provided?
- A-60. Section 18.2 (d) of the Illinois Condominium Property Act provides a very extensive list of documents that must be turned over to the developer of the association. Check the Illinois Condominium Property Act for these items.
- Q-61. How long after the developer turns the association over to the unit owners do the unit owners have to sue the developer over its management of the association?
- A-61. The statute of limitations for various actions which the Board may bring to sue the developer are quite different. There are two, four, five and ten year statute of limitations, depending upon the type of action. However, the statute of limitations does not begin to run until after the turnover of the association.
- Q-62. Is our condominium Board required to repair the Common Elements of our condominium association?
- A-62. Yes. The Board of the condominium association has a duty to repair and maintain the Common Elements.
- Q-63. Who establishes the Rules and Regulations for the condominium association?
- A-63. The Board has the exclusive right to adopt the Rules and Regulations of a condominium association. However, each Board is required to give written notice of the proposed Rules to each owner and a meeting of the owners must be called to allow their input, prior to the Board adopting them.
- Q-64. Can the Board of our association force us to let them in our unit to make plumbing repairs for a major plumbing line in the association?

- A-64. Yes. The Board of the Association has the right under the Illinois Condominium Property Act to have access to the units to make repairs to the Common Elements, or to make emergency repairs to protect the common elements or other units.
- Q-65. How can our condominium Board enforce its Rules and Regulations?
- A-65. The best way to enforce Rules and Regulations is to establish a policy to fine the unit owner for rule violations and then proceed with normal collection procedures when the fine is not paid.
- Q-66. Can our condominium association charge unit owners interest on assessments.
- A-66. Yes, if the association's governing documents provide for this charge.
- Q-67. Can our condominium Board charge late charges for late payment of assessments?
- A-67. Yes. The Illinois Condominium Property Act provides that the Board may charge late charges for payment of assessments. However, these late charges must be reasonable.
- Q-68. Can our condominium Board borrow money to make repairs in the association?
- A-68. Yes. The Illinois Condominium Property Act now provides that the Board may borrow money and pledge the future assessments of the unit owners as collateral for the loan.
- Q-69. As a Board member, what duty do I have in managing the association?
- A-69. In Illinois, members of the Board have a fiduciary duty to the membership. This is the higher standard that can be imposed by the law. If you are on the Board, this means, at a minimum, you must ensure that the association is properly managed and that the Declaration, By-Laws, and Rules and Regulations are followed.
- Q-70. One of our unit owners wants to see our condominium bank records. Do we have to let him see the records?
- A-70. Yes. An owner in a condominium association has the right to see essentially all of the records of the condominium association, including expenditures, vouchers and the like. The only items that the association may be able to prohibit a unit owner from seeing are confidential opinions between the association's attorney, personnel records, delinquent assessments and similar sensitive information.
- Q-71. We have had a number of unit owners in our association request copies of the records of the association. How do we control this?

- A-71. You must let the unit owners have access to certain records. However, you can charge them for the cost involved in retrieving and reproducing the records and request that the funds be provided beforehand.
- Q-72. Must we retain our association election results and ballots for any set time period?
- A-72. You must hold the ballots of the election for one year after each election.
- Q-73. How long must we retain the Minutes of our association Board meetings?
- A-73. You must keep the association's minutes for a minimum of seven years. However, good corporate policy would dictate that you keep them forever.
- Q-74. My apartment building is being converted to a condominium. Must I be given the right to purchase it?
- A-74. Yes. Upon the conversion of an apartment building to a condominium, the tenant has the right, within a certain time period, to purchase the unit on the same terms as is being offered to the public.
- Q-75. We bought a condominium unit fifteen years ago. Our neighbor says that the building has shifted slightly and he owns part of our unit. Is this true?
- A-75. If a condominium building settles and changes the physical location of the units, an easement is created to prevent any illegal encroachment on your neighbor's property. The boundary does not change. The use is changed by the easement to maintain the status quo.
- Q-76. My neighbor upstairs had water overflow and it ran into my unit below damaging the ceiling. Who is responsible for the damage?
- A-76. The neighbor upstairs may be legally responsible for some of the repairs, at least to the extent that such damage is not covered by insurance. You should check your association's Declaration and By-Laws to see how the responsibility is allocated.
- Q-77. We have two parking spaces that are called "Limited Common Elements" and are assigned to us. Our neighbor wants to buy one of the spaces. Can we sell it to him?
- A-77. Unless otherwise prohibited in the Declaration, owners may transfer Limited Common Elements or portions of units amongst themselves at their own risk. In order to do this, you must notify the Board and record an instrument against the property.

- Q-78. Our condominium association By-Laws has major mistakes. For example, the percentage ownership does not add up to one hundred percent. Is there anything we can do to correct this?
- A-78. Yes. For certain types of errors and omissions, the Illinois Condominium Property Act provides that the Board, by two-thirds vote, may amend the Declaration and By-Laws of the association. The unit owners may then override the Board's action if they feel the Board has exceeded its authority.
- Q-79. With all the changes in the Illinois Condominium Property Act, can the Association amend its Declaration and By Laws to conform to these amendments?
- A-79. Yes. The Illinois Condominium Property Act provides that the Board of Managers may amend the association's condominium instruments to bring them into compliance with the law. Again, the unit owners may override the Board's vote if they feel the Board has exceeded its authority.
- Q-80. We want to purchase two condominium units side by side and put a door between them. Can we do so?
- A-80. Yes. As long as you do not weaken, impair or endanger any Common Elements or units.
- Q-81. Our Declaration states that we cannot conduct "business" in our unit. What does this mean?
- A-81. The Courts have never fully defined what is meant by "business" in a unit. However, if the business has an adverse impact upon the Common Elements, such as increased traffic going to and from the unit, it is probably prohibited. If, however, receiving business calls, correspondence and maintaining records may not be prohibited. However, the Association should check the municipality's laws for zoning and business restrictions.
- Q-82. Can I divide my condominium unit and make two units out of it?
- A-82. Unless the condominium document expressly prohibits it, you may subdivide your unit. You must write to the Board requesting an amendment according to the procedures set forth in the Illinois Condominium Property Act to be recorded. However, you may be prohibited from dividing your unit by local zoning or building codes.
- Q-83. Can our Board prohibit a unit owner from making too much noise in the association?
- A-83. Most Declarations provide the Board authority to prohibit loud noise or any noxious activity. However, the association may have difficulty proving the level of noise, without the servicing of a sound expert, in order to obtain a judge's order. Documenting

the level of noise by the use of a tape recorder and keeping records of the dates and times the noise takes place will be important, should legal action be necessary.

- Q-84. Must we have a hearing when a unit owner is accused of violating the Rules and Regulations and must the person that accuses the unit owner be present at the hearing?
- A-84. If you are planning on enforcing the Rules and Regulations, the association must have a "due process" hearing after sending proper notice and before taking action on the violation. It is not absolutely necessary that the "accuser" be present but his/her absence will impact whether the Board's finding was "reasonable."
- Q-85. How many times a year is the Board of Managers required to hold a meeting?
- A-85. The Condominium Property Act only requires that the Board meet at least four times annually, but your governing documents may require more frequent meetings.
- Q-86. What kind of warranty do we obtain from a Developer when we purchase condominium units?
- A-86. The nature of written warranties are set forth in the contract. Many Developers now have you sign a waiver of any implied warranties. Therefore, check your contract and closing documents very carefully to be sure what you are signing.
- Q-87. What is the worst problem that most condominium associations face?
- A-87. I don't think there is "one." The worst problems of condominium associations are probably delinquent assessments, unruly owners, deteriorating common elements and lack of participation.
- Q-88. Can the Board distribute biographical information on a candidate for the Board?
- A-88. Yes. However, the Board must identify all known candidates, allow all candidates to distribute such information and must not express a preference for any of the candidates.
- Q-89. Should our election be by secret ballot?
- A-89. The Illinois Condominium Property Act provides that the Board may adopt Rules to conduct an election by secret ballot. The Rules must provide that the ballot will be marked only with the percentage of ownership for that unit and show the vote cast. However, the Board must carefully adopt a method to verify the status of the unit owner issuing the proxy or casting a vote.
- Q-90. Does the Board of Managers have the authority to excuse the payment of assessments by a unit owner?

- A-90. No. The Condominium Property Act specifically states that the association shall have no authority to forbear the payment of assessments by any unit owner.
- Q-91. Do we have the right to know who is living in a unit?
- A-91. Yes. You have the right, provided the Board adopts disclosure requirements in its Rules and Regulations. This should be made clear to the unit owners that this information is provided, not to violate their privacy, but to protect them in an emergency situation.
- Q-92. If someone slips and falls on the association's property, what do you do?
- A-92. You need to immediately contact the insurance carrier for the association. Failure to timely notify the insurance carrier could jeopardize your coverage.
- Q-93. Do we have to hold Board meetings during the year?
- A-93. The Illinois Condominium Property Act requires that Board hold a minimum of four meetings a year.
- Q-94. One unit is in foreclosure and no monies have been paid on assessments. When can the association expect to be receiving funds?
- A-94. Under the Illinois Condominium Property Act, the purchaser becomes responsible for assessments the month following the Sheriff's Sale. The mortgage lender who is foreclosing is not responsible for the owner's share.
- Q-95. Is a unit owner personally liable for assessments if the bank has foreclosed on his unit?
- A-95. Yes. The association can still initiate a personal lawsuit against the unit owner.
- Q-96. What limitations may the association enact relative to the right of an owner to install a satellite dish?
- A-96. Satellite dishes may be prohibited on common elements, but not limited common elements. That is, property over which owners have exclusive possession and control.
- Q-97. Can we evict a tenant for violation of the association's governing instruments?
- A-97. The Illinois Code of Civil Procedure and Condominium Property Act allows the association to send a ten (10) Day Notice to a defaulting tenant informing him/her that a violation has occurred. If the violation is not corrected, the association can institute a lawsuit to evict the tenant and charge the costs and attorney's fees to the unit owner.

- Q-98. May the association impose late charges for tardy payments of assessment?
- A-98. Yes. However, the amount of the late charge must bear a reasonable relationship to the cost to the association of the late payment.
- Q-99. Can we charge an owner for excess usage of utilities paid by the association?
- A-99. If the association has a way of calculating an owner's usage, then the answer is yes. However, most associations have only one meter for its utilities and without proper proof, you cannot.
- Q-100. Are owners entitled to speak at Board meetings?
- A-100. No. The Board determines whether owners will be entitled to speak. However, most associations provide a certain time during the meeting for homeowner participation. This can be at the beginning or the end of a Board meeting and it allows the Board to efficiently conduct its business. By providing a specific time to talk, the owners are usually agreeable to withholding their comments until that period of time.

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 met 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 the 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 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 do not qualify for any preference. Each PHA 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 voucher-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, maintain 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. HUD monitors PHA administration of the program to ensure program rules are properly followed.

Supreme Court Examines Public-Housing Drug Evictions

February 20, 2002

[Email](#)

News Summary

The U.S. Supreme Court will determine whether residents should be evicted from public housing because of illicit drug activities that take place without their knowledge or consent, the Christian Science Monitor reported Feb. 19.

Barbara Hill, a public-housing resident in Oakland, Calif., was evicted because her grandson smoked marijuana in the apartment building's parking lot. Although Hill was unaware of her grandson's action, she is being evicted under a law passed by Congress in the fight against drugs. Under the 1988 law, a tenant in public housing shall be evicted if the tenant, any member of the tenant's household, or any guest engages in drug-related criminal activity on or off the premises.

The U.S. Supreme Court will determine whether Hill's eviction complies with the law as written by Congress, and whether the eviction in any way violates constitutional rights.

"It is a fundamental principle of fairness that our country is built on that you can't be held responsible for the acts of another person," said Anne Tamiko Omura, the lawyer for Hill and three other tenants who were evicted under similar circumstances.

Lawyers for the Oakland Housing Authority and the Department of Housing and Urban Development argued that the law doesn't require proof that a tenant had knowledge of another person's drug offenses.

"The plain language of the law unambiguously authorizes eviction without regard to tenants' knowledge of the drug-related activity of guests," noted U.S. Solicitor General Theodore Olson.

Gary LaFayette, representing the Oakland Housing Authority, added, "Many drug violators are afoot as guests or household members without the admitted knowledge of the responsible tenants. Yet, such tenants are very much part of the problem. They are harboring illegal drug activity, even if unwittingly. Reallocating their units to equally deserving, needy but drug-free households will improve the habitability of the developments just as much as replacing those who violate drug laws personally."

The case proceeded to the U.S. Supreme Court after a federal court ruled that the law was unfair and unconstitutional. A federal appeals panel reversed the ruling, but the full Ninth U.S. Circuit Court of Appeals in San Francisco then reversed the decision of the appeals court.

In November, the Eleventh U.S. Circuit Court of Appeals in Atlanta ruled on a similar case concerning a single mother in Florida. She was evicted from a public-housing complex in Tampa because her son was involved in a drug transaction. The court ruled that lack of knowledge about her son's drug activity was not a defense to an eviction notice.

The U.S. Supreme Court will resolve the difference of opinion between the two appeals courts. A decision is expected in late June.

Supreme Court OKs use of evictions to combat drugs in public housing - Law & Justice - Brief Article

The U.S. Supreme Court recently ruled that public housing authorities can evict entire families when a household member or a guest uses drugs.

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

Chief Justice William H. Rehnquist wrote that the government, as a landlord, can control activities of its tenants.

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

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.

"With drugs leading to murders (and) muggings ... it was reasonable for Congress to permit no-fault evictions," Rehnquist said.

The ruling stems from a case of four elderly Oakland, CA, 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.

The ruling affects anyone who lives in public 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 public housing.

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CRIME FREE HOUSING LEASE ADDENDUM

In consideration for the execution or renewal of lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

1. Shall not engage in any act intended to facilitate criminal activity.
2. Will not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to, violent criminal activity or drug-related criminal activity.
3. "Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
4. "Drug-related activity" means the illegal manufacture, sale, distribution, or use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21. U.S.C. 802]).
5. One or more violations of Section 1 or Section 2 of this Lease Addendum constitute a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is the grounds for termination of tenancy and eviction from the unit.
6. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of this Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.
8. This Lease Addendum is incorporated into the Lease between the Landlord and the Tenant.

Resident Signature

Date

Property Manager's Signature

Date

Name of Property

Happy Acres Apartment Community

Exhibit B

LEASE ADDENDUM FOR DRUG-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** property premises. "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 a 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 firearm 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 a material non-compliance 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 provisions of the lease, the provisions of the lease, the provisions of the addendum shall govern.
8. This lease addendum is incorporated into the lease executed this day between Owner's agent and lessee.

Lessee

Date

Agent

Lessee

Date

Date

LEASE ADDENDUM FOR DRUG-FREE HOUSING

1. The Unit Owner, Tenant, any member of the occupant's household, or a guest or other person under the Owner or Tenant's control, shall not engage in or facilitate criminal activity on or near the project, including, but not limited to, violent criminal activity or drug-related criminal activity.
2. The occupant or any member of the occupant's household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to, violent criminal activity or drug-related criminal activity.
3. "Violent criminal activity means any felonious criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
4. "Drug-related activity" means the illegal manufacture, sale, distribution, or use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the controlled Substances Act [21 U.S.C. 802]).
5. One or more violations of Section 1 or Section 2 of this Lease Addendum constitutes a substantial violation of the Lease and a material non-compliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit. If the landlord is unable or unwilling to enforce this Lease Addendum, they hereby assign their rights to the Association to act on their behalf. All costs and attorneys fees will be the Unit Owner's responsibility.
6. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of this Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.
8. This Lease Addendum is incorporated into the lease between the Landlord and the Tenant, dated _____, 2_____.

Landlord (Unit Owner)

Tenant(s)

By: _____

Title: _____

Date: _____, 2_____

Sunny Day Condominium Association

CRIME FREE LEASE ADDENDUM

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

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or the common ground invited there in any way by Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Illinois Compiled Statutes).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit in the unit or on the common grounds, or any person in the unit or on the common grounds invited there in any way by Tenant or a member of the Tenant's household **shall not engage in any act intended to facilitate or that does facilitate criminal activity,** including drug-related criminal activity, on or near the said property.
3. Tenant, and every member of the household **shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity,** in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during such and offense.
4. Tenant, any member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location whether in, at, on, or near the property.**
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household, **shall not engage in any illegal activity,** including **prostitution** as defined in the Illinois Compiled Statute, **criminal street gang activity** as defined in the Illinois Compiled Statute, **threatening or intimidating** as prohibited in the Illinois Compiled Statute, **assault** as prohibited in the Illinois Compiled Statute **INCLUDING BUT NOT**

LIMITED TO the unlawful discharge of firearms on or near the dwelling unit or common grounds, 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 damage as defined in the Illinois Compiled Statute.

6. **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 of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under the Illinois Compiled Statute. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE. Tenant consents to venue in any justice court precinct with the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner.

Tenant agrees that service 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 purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signer, occupant or guarantor, if waived 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 not in lieu of, any member 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.

7. In case of conflict between provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident's Signature

Owner's Signature

Resident's Signature

Resident's Signature

Property Address & Unit #

Date

Section 13 of APPROVED HUD APARTMENT LEASE FOR SUBSIDIZED PROGRAMS

13. 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 Owner. The Tenant agrees not to:

- a) sublet or assign the unit, or any part of the unit;
- b) use the unit for unlawful purposes;
- c) engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - (1) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).
 - (2) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near project premises.
 - (3) Tenant 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) Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
 - (5) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant'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 project 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 any of the provisions of this clause shall be deemed a serious violation and a material noncompliance with this Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Agreement. 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 clause and any other provisions of this Agreement, the provisions of this clause shall govern.
- d) have pets or animals of any kind in the unit without the prior written permission of the Owner; or
- e) make or permit 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.

FACT SHEET

“How Your Rent Is Determined”

For Public Housing And Housing Choice Voucher Programs

Office of Public and Indian Housing

November, 2002

This Fact Sheet is a general guide to inform the Public Housing Agency (PHA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification. Since some of the requirements vary by program, residents should consult their PHA to determine the specific policies that apply.

Why Determining Income and Family Payment Correctly is Important

The Department of Housing and Urban Development's studies show that many resident families pay the incorrect amount of rent. The main causes of this problem are:

- under-reporting of income by resident families, and
- PHAs not granting exclusions and deductions to which resident families are entitled.

PHAs and residents all have a responsibility in ensuring that the correct family payment is paid. Paying the correct amount eliminates fraud, waste, and abuse.

PHAs' Responsibilities:

- Obtain accurate income information
- Verify residents' income
- Ensure that residents receive the exclusions and deductions to which they are entitled
- Accurately calculate family payment
- Recalculate family payment when changes in family composition and income are reported between annual recertifications (in accordance with PHA policy)
- In Public Housing, execute a lease with the tenant
- In the Housing Choice Voucher program, provide a copy of the required lease language
- Provide tenant a copy of PHA determination of income and family payment
- Provide information on PHA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining family payment
- Terminate tenancy for grounds allowed by federal law

Residents' Responsibilities:

- Provide accurate information on family composition
- Report all income at admission and annually (or as required by PHA policy)
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income between annual recertifications (in accordance with Public Housing and Housing Choice Voucher PHA policy)
- Sign consent for income verification and criminal history checks
- Comply with lease and House Rules

What is Total Income?

A family's income before any taxes or other exclusions or deductions have been taken out of it.

What is Annual Income?

Total Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Allowable Income Deductions = Adjusted Income

Family Payment (Total Tenant Payment)

The amount of rent a family will pay is the highest of the following amounts:

- 30% of the family's monthly adjusted income;
- 10% of the family's monthly income;
- Welfare rent (in States where applicable); or
- Minimum Rent (\$0 - \$50 set by the PHA)

Annualization of Income

If it is not feasible to anticipate a level of income over a 12-month period (as in the case of seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

What Counts as Annual Income for Calculation of Family Payment?

Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head of household or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions of wages and salaries, overtime pay, Commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested in the operation by the family;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in above section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
- Payments in place of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Periodic and determinable allowances, such as Alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces.

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in quality State or local employment training

programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refund or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a development disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions are set forth.

Other Income Exclusions**Federally Mandated Income Exclusions --**

The following statutory exclusions apply to HUD-assisted and other government programs:

- The value of the allotment provided under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act (cash including cash dividends on stock received from a Native Corporation and on bonds received from a Native

Corporation to the extent that it does not in the aggregate exceed \$2,000 per individual per year)

- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes
- Income Home Energy Assistance Program
- Payments received under programs funded under the Job Training Partnership Act (Workforce Investment Act of 1998)
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (including Federal Work Study program or Bureau of Indian Affairs (BIA) Student Assistance programs
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation under the Victims of Crime Act

- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998

Earned Income Disallowance for certain Public Housing Residents and Housing Choice Voucher Family members with Disabilities

Certain amounts will not be counted in determining a qualifying family's rent for a specific period of time. A qualifying family is one whose annual income increases as a result of:

- Employment of a family member who was unemployed for at least 12 months prior to employment;
- New or increased earnings during participation in an economic self-sufficiency or other job training program;
- New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).

During the first 12 months after a qualified family member starts working, 100 percent of the incremental increase of that family member's income is disallowed. The incremental increase is the amount of earned income that exceeds that family member's income prior to starting work.

In the second cumulative 12-month period after the date of first employment, 50 percent of the incremental increase in income is disallowed.

Total time of benefit is limited to a lifetime 48-month period.

NOTE: For Public Housing Only, PHAs may offer to establish Individual Saving Accounts (ISA) for eligible families in place of the earned income disallowance. If offered, the family makes the choice whether or not to participate.

What are deductions from Income?

Deductions are amounts that are subtracted from a family's Annual Income to produce Adjusted Income. There are two types of deductions: mandatory and permissive.

Mandatory Deductions:

- \$480 for each member of the family (excluding head of household or spouse) who is less than 18 years of age or who is a student or person with a disability
- \$400 for any elderly family or disabled family
- The sum of the following to the extent the sum exceeds 3% of annual family income:
 - Unreimbursed medical expenses of any elderly family or disabled family
 - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work. This deduction may not exceed the income received.
- Any reasonable childcare expenses (children under 13 years old) necessary to enable a member of the family to be employed or to further his or her education.

Permissive Deductions (Public Housing Only):

PHAs may establish other deductions as they wish but should understand that HUD **does not** provide any additional operating subsidy and the PHA must establish a written policy for the deductions.

Other Provisions

Hardship Exceptions: PHAs must waive the minimum monthly rent requirement for any family unable to pay due to financial hardships as described in the PHA's written policies.

HUD has specified some circumstances that would constitute hardship which are:

- Switch from flat rent to income-based rent because of hardship.
- A family that is paying a flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship. The PHA must adopt written policies for determining when payment of flat rent is a financial hardship for the family.
- If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the PHA must immediately allow the requested switch to income-based rent. The

PHA shall make the determination within a reasonable time after the family request.

- The PHA's policies for determining when payment of a flat rent is a financial hardship must provide that financial hardship include the following situation.
- The family has experienced a decrease in income because of changed circumstances including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
- Such other situations determined by the PHA to be appropriate.

Maximum Initial Rent Burden (Housing Choice Voucher Only):

The family's share may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

Flat Rent (Public Housing Only): Annually at recertification families must be offered a choice of a flat rent or an income-based rent. If a family elects to pay a flat rent a PHA can (if desired) recertify family income as infrequent as every three (3) years instead of annually. Family composition must be recertified annually. Flat rent is based on the market rent charged for comparable units in the private unassisted rental market and will not increase or decrease as changes in income occur. A family can request a switch to an income-based rent at any time due to a financial hardship.

Welfare Sanctions: If the welfare agency reduces the welfare payment because of fraud of a family member in connection with the welfare program or non-compliance with economic self-sufficiency requirements, the PHA must still include the amount of the reduction in the Annual Income that is used to calculate total tenant payment.

Reference Materials

Legislation:

- United States Housing Act of 1937, 42 USC 1437, et seq. as amended

Regulations:

- General HUD Program Requirements; Waivers, 24 CFR Part 5
- Admissions to, and Occupancy of, Public Housing, 24 CFR Part 960
- Section 8 Tenant-Based Assistance: Housing Choice Voucher Program, 24 CFR Part 982
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities: Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 66 FR 6218, issued January 19, 2001; 24 CFR Parts 5, 92, et al. (effective April 20, 2001)

Notices:

- “Federally Mandated Income Exclusions” Notice 66 FR 4669, April 20, 2001
- “Improving Income Integrity in Public and Assisted Housing” Notice PIH 2001-15, issued May 2, 2001
- Frequently Asked Questions about the Admissions and Occupancy Rule:
http://www.hud.gov/offices/pih/phr/about/ao_faq2.cfm#2c

For Additional Information:

Contact your Public Housing Authority (PHA) in your area. In addition, you can find information about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov> or call the Public and Indian Housing Information Resource Center at 1-800-955-2232.

Ten Tips for Tenants

Know your rights when you rent a house or apartment.

1. Bring your paperwork.

The best way to win over a prospective landlord is to be prepared. To get a competitive edge over other applicants, bring the following when you meet the landlord: a completed rental application; written references from landlords, employers, and colleagues; and a current [copy of your credit report](#).

2. Review the lease.

Carefully review all of the conditions of the tenancy before you sign on the dotted line. Your lease or rental agreement may contain a provision that you find unacceptable -- for example, restrictions on guests, pets, design alterations, or running a home business. For help reviewing your lease or rental agreement, see [Signing a Lease or Rental Agreement FAQ](#).

3. Get everything in writing.

To avoid disputes or misunderstandings with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understandings. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.

4. Protect your privacy rights.

Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over the tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy rights (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them. For more information, see [Renters' Rights to Privacy and Repairs FAQ](#).

5. Demand repairs.

Know your rights to live in a habitable rental unit -- and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water, and electricity; and clean, sanitary, and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent, to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent. For more information, see [Getting Your Fix: Renters' Rights to Minor Repairs](#).

6. Talk to your landlord.

Keep communication open with your landlord. If there's a problem -- for example, if the landlord is slow to make repairs -- talk it over to see if the issue can be resolved short of a nasty legal battle. [Landlord-Tenant Dispute Resolution FAQ](#) provides some advice.

7. Purchase renters' insurance.

Your landlord's insurance policy will not cover your losses due to theft or damage. Renters' insurance also covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness. Renters' insurance typically costs \$350 a year for a \$50,000 policy that covers loss due to theft or damage caused by other people or natural disasters; if you don't need that much coverage, there are cheaper policies. For more information about renters' insurance, see [Renters: Protect Yourself From Crime](#).

8. Protect your security deposit.

To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement

is clear on the use and refund of security deposits, including allowable deductions. When you move in, do a walk-through with the landlord to record existing damage to the premises on a move-in statement or checklist. For more information, see [Take Steps to Protect Your Security Deposit When You Move In](#).

9. Protect your safety.

Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal, and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you. For more information on this subject, see [Renters: Protect Yourself From Crime](#).

10. Deal with an eviction properly.

Know when to fight an eviction notice -- and when to move. If you feel the landlord is clearly is the wrong (for example, you haven't received proper notice, the premises are uninhabitable), you may want to fight the eviction. But unless you have the law and provable facts on your side, fighting an eviction notice can be short-sighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and your ability to easily rent from future landlords. For more information on eviction, see [Moving Out or Getting Evicted](#).

THOMAS J. DART
SHERIFF OF COOK COUNTY



COOK COUNTY GRAFFITI DIGITAL MONITORING PROGRAM
LIABILITY WAIVER

I, _____, declare that I am the owner or agent of the property at the following address: _____ and give permission to the Sheriff of Cook County, his agent or contractor to utilize the means they determine appropriate to remove or conceal the graffiti at said location. In consideration of the County of Cook's removing or concealing the graffiti, I agree to release and hold harmless Cook County, the Sheriff of Cook County, and their agent or contractor from any claims for damages resulting from working on my property.

I understand that only the area covered by graffiti will be worked on and not the entire structure. I further understand that none of the individuals or organizations participating in this activity is responsible for removing or concealing the graffiti expressly to my satisfaction.

This agreement shall remain in effect for one (1) year from the date of signing.

City or Town: _____

Type of Job: ☐ Spray Job ☐ Blast Job ☐ Hot Water Job ☐ Paint Job
Color: _____

Owner/Agent Name: _____

Address of Property: _____ Telephone #: () _____

Owner/Agent Signature

Date of Request

Date of Completion

RETURN THIS COMPLETED FORM TO:

Cook County Sheriff's Office
3026 S. California ~ Building 2 ~ 4th Floor
Chicago, Illinois 60608

Phone: (773) 869-4710

Fax: (773) 869-4721

EMAIL: Graffiti@cookcountygov.com

GANGS OF ALSIP

Some things to know about the gangs in our town...

The Gangs in Town

- Ambrose
- Black Disciples
- Black P-Stones
- Gangster Disciple Nation
- Four Corner Hustlers
- Insane Deuces
- Krazy Getdown Boys
- Latin Dragons
- Latin Kings
- Maniac Latin Disciples
- Mickey Cobras
- Satan Disciples
- Sureno 13S
- Two-Sixers/Two Six Nation
- Two-Two Boys
- Vice Lords

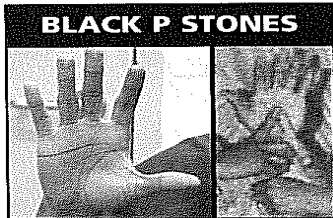
Alright, who are these guys?

Now that you know their names, it's important to know how to recognize who you're dealing with in order to help the police identify the gang that is committing the crime. Gangs use graffiti, handsigns, and colors as a means to identify themselves. Here are a few of the major ones and a history of the gang:

The Black P-Stone Nation

Colors: Red, Black, and Green

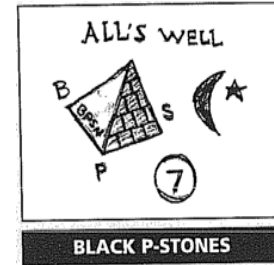
The Black P-Stone Nation is a street gang which has operated in Chicago since the early 1960s. This group was originally known as the "Grass-roots Independent Voters of Illinois." During the 1960s they became known as the Blackstone Rangers under the lead of Jeff Fort. After Fort assumed control he applied for and received federal inner city grants for his organization claiming they would put the money to use for the education of inner city children and the expansion of jobs.



In 1969, Fort received an invitation to President Nixon's inauguration. At the same time, Fort consolidated approximately fifty south-side Chicago (Woodlawn District) street gangs into a supreme power, namely the Black P Stone Nation. The money Fort

received from the federal government was utilized by this group for the purchase of weapons and drugs to strengthen his hold on the gang. In the early 1970s, Fort was discovered misappropriating the government funds, convicted, and sent to prison.

The Black P-Stone Nation is a multi-racial, multi-gender gang. Common identifiers include the five-point star, pyramids with 21 blocks (symbolizing the original 21 members), an eye, the initials "BPS" and other People Nation symbols. The gang has factions throughout the Midwest and East coast.



The Latin Kings

Colors: Black and Gold



The Almighty Latin King Nation first emerged in Chicago during the 1940s when several young Puerto Rican males organized into a club. Their goal was to help each other overcome the problems of racism and prejudice that newly arriving Puerto Rican immigrants were experiencing.

Their slogan was to rise above the racism and to form an organization of "Kings" to better serve themselves and their communities. As time progressed, the group took a criminal path as its members became involved in violent crimes including murders, drug sales and robberies.

The Latin Kings are Chicago's largest gang and have been involved in numerous violent acts. Although the original members were of Puerto Rican decent, most members are now Mexican-American. They now allow members of all races to join, yet they are mostly composed of Spanish, Caribbean, Latvian, Italian, Portuguese, Mexican or South American members.

In terms of identification, the Latin Kings tend to use 5-pointed crowns. To the older member, the 5-points represent love, respect, sacrifice, honor and obedience. Their graffiti may have a picture of a crown accompanied by the initials "LK" and often will have some sort of inflammatory symbolism aimed at an opposing gang. A lion or a lion wearing a crown with a variety of inscriptions may also be seen. Members identify with the colors yellow or gold.



The Chicago Police Department estimates they have over 25,000 Latin King members residing within their city alone. The gang also has organized chapters in numerous states across the country. These gang sets are referred to as "Chapters" among members with each reporting to a leader. The head of the entire criminal organization is known as the Inca.

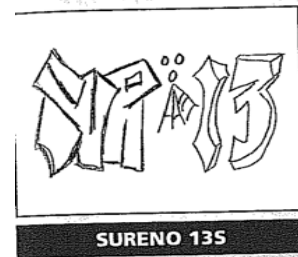
Some of the characteristics that sets the Latin Kings apart from other gangs is they consider themselves to be a community-based organization. They preach Hispanic pride and some King chapters even have formed their own religion called Kingdism. During these meetings members may recite the Latin King pledge, prayer and continually pledge to be prepared to rise to the call for their King or Inca. These meetings are often used by members to discuss retaliating against other gangs, drug disciplined for breaking gang rules.

When compared to most street gangs, the Latin Kings are generally more structured and organized. The gangs rules are strictly enforce and some members celebrate January 6th as "King's Holy Day" and the first week in March as "King's Week."

Surenos

Colors: Blue

In the late 1960s a division occurred among Mexican-American inmates with a new group forming, which would later be known as the Nuestra Familia. It so happened that the majority of the Nuestra Familia members were from Northern California and the majority of Mexican Mafia members were from Southern California. As the war between the two groups continued some members began distinguishing themselves as either Nortenos, a Spanish word for Northerner, or Sureno, Spanish word for Southerner. As Eme members paroled to the streets, they were tasked with creating new cells to help facilitate more crime. In addition, paroled members explained the North versus South war occurring in prison to the young street gang members. The youngsters were told that when they did enter the prison system that they should align themselves with the other Surenos. The term Sureno was soon adopted by Hispanic street gang members throughout Southern California.



Although some might identify themselves as being a Sureno gang member, the original meaning of the term denotes an umbrella of gangs who fall under the control of the Mexican Mafia. Sureno sets may have conflict with each other Sureno gangs on the streets, yet in prison they will bond together for protection under the leadership of the Mexican Mafia.

Sureno gang members often identify themselves with the number '13' to represent the thirteenth letter of the alphabet, the letter 'M'. This is used to pay homage to the Mexican Mafia. Surenos will use the symbols Sur, XIII, X3, 13, and 3-dots in their graffiti and tattoos. In many parts of the country they will identify themselves with the color blue. Mexican Mafia members may have Sureno identifiers as they were probably a Sureno gang member before being recruited into the Mexican Mafia. Other Mexican Mafia symbols include a black hand, the letters "MM" or the term La Eme.

It is import to reinforce that the Mexican Mafia and Surenos are two separate identities. Some have described the Mexican Mafia as being the father of Surenos. The majority of Sureno gang members have no direct contact with Mexican Mafia members, yet the Mexican Mafia is able exercise control and influence over Sureno gangs located in Southern California and a few scattered cities throughout the nation, without the knowledge of the majority of the street gangs' members.

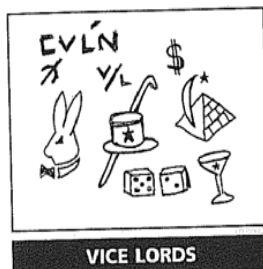
The number of actual documented Mexican Mafia members is relatively low. They continue to pool their membership from Sureno gang members who are willing to serve the Mexican Mafia leaders.

The Mexican Mafia is also documented in the 1992 Edward James Olmos film, "American Me." There are other street gangs who have used the Mexican Mafia name, but have no connection to the gang and little knowledge of the actual gang.

The Mexican Mafia has been identified in nearly every federal and state institution in the United States. Sureno street gangs have been identified in every state in the country, although few outside California have any connection to the Mexican Mafia. Members have being involved in all facets of criminal activity.

The Vice Lords

Colors: Black and Red, or Black and Gold



The Vice Lords are the oldest and second largest black street gang in the Chicago area. It was originally formed in the late 1950s as a club in the Illinois State Training School for Boys in St. Charles. As "club" members were released, several relocated to the Lawndale area of Chicago. They gained recognition as a gang during this time. Their main area of power remains the West-side of Chicago. Since the original formation numerous breakaway factions have formed. These factions now operate throughout the city of Chicago and outlying areas. Each faction has its own distinctive name and leader.

The Vice Lords utilize gold, black and red as their colors and the five-pointed star, top hat, martini glass, Playboy bunny, dollar sign and the cane. The different factions also utilize specific graffiti to identify themselves individually. Their common hand signs are a single upraised hand with the thumb, index and middle fingers to form a "VL." Also utilized is the upraised hand with all fingers extended and a separation between the middle and ring fingers. The Vice Lords call fellow members "People" and use the term "All is well." Members of the Vice Lords can be seen wearing University of Iowa Pittsburg Steelers Pirates and Penguins attire. Members also wear Louis Vitton (VL reversed) caps and UNLV Jackets (UNLV - YVNU reversed, Vice Lord Nation United.)

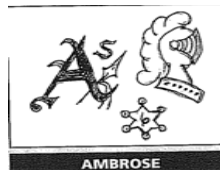
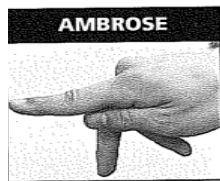
The Vice Lords can be found in the Midwest and some Eastern cities. They continue to have a stronghold over many Chicago neighborhoods.

The Vice Lords possess a rank structure within the individual factions which includes General, Minister, Lieutenant and Foot Soldiers. This structure is similar in all factions of the Vice Lords; however, each faction's leadership is unique and has no power over members of other factions.

The Rest of the Gangs:

Ambrose

Colors: Black and Blue



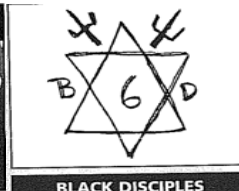
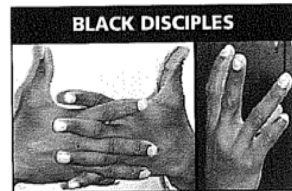
Insane Deuces

Colors: Black and Green



Black Disciples:

Colors: Black and Blue



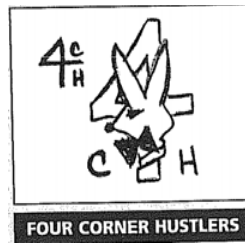
Krazy Getdown Boys

Colors: Purple and White



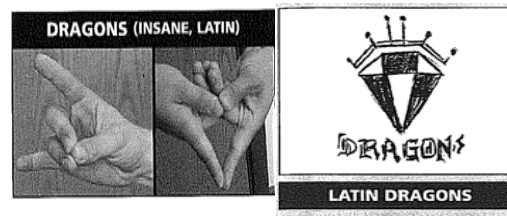
Four Corner Hustlers

Colors: Black, Red, Gold, and White



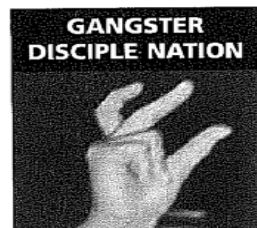
Latin Dragons

Colors: Black and Green



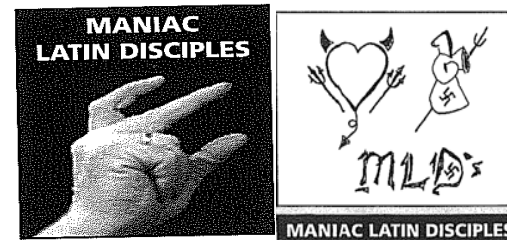
Gangster Disciples

Colors: Black and Blue



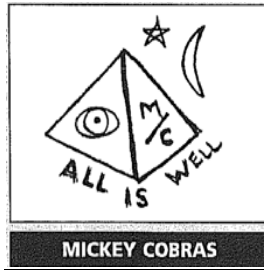
Maniac Latin Disciples

Colors: Black and Blue



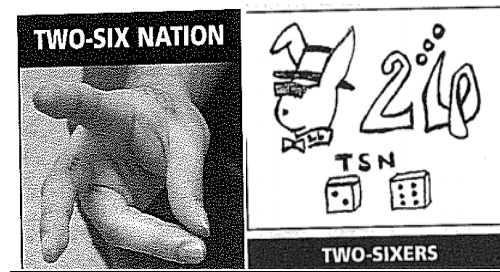
Mickey Cobras

Colors: Green and Black (Sometimes Red)



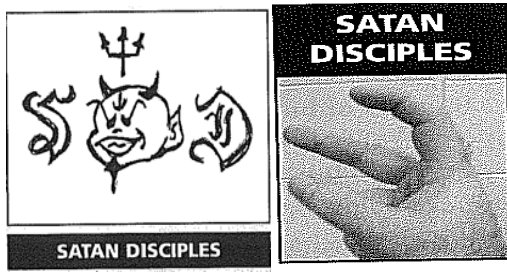
Two-Sixers

Colors: Black and Tan



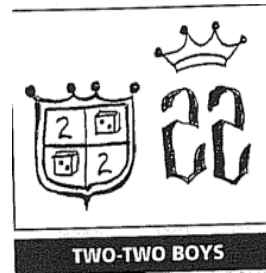
Satan Disciples

Colors: Black and Yellow



Two-Two Boys

Colors: Black and Blue



GANGS DEFINED

What is a Street Gang?

- three or more people,
- who share a unique name or have identifiable marks or symbols, (such as tattoos, wearing certain styles of clothing, colors, hairstyles, graffiti, etc.)
- associate together on a regular basis and sometimes claim a specific location or territory,
- have an identifiable organization or hierarchy, (although the leader for one type of criminal activity may be different from that of another criminal activity),
- and either individually or collectively engage in antisocial, unlawful or criminal activity in an effort to further the gang's social or economical status.

A gang crime is...

- an incident in which a crime is committed,
- motivated not merely for personal incentive,
- with participation of two or more members of the gang, (with exceptions),
- and committed for the furtherance of the gang's social or economic status.

Common crimes committed by gang members...

- **Murder** - The intentional killing of a person.
- **Manslaughter** - The unintentional killing of a person.
- **Forcible Rape** - Compulsory sexual intercourse by use or threat of physical force.
- **Robbery** - Theft by use or threat of physical force. (Physical injury to the victim is not necessary.)
- **Terrorist Threats & Witness Intimidation** - The threat of physical force or death and the present ability to complete the threat.
- **Extortion** - To obtain property from another with their consent induced by force or fear.
- **Aggravated Assault** - A physical attack intended to inflict serious bodily harm. (Physical injury to the victim is not necessary.)
- **Simple Assault** - A physical attack intended to inflict any bodily harm. (Physical injury to the victim is not necessary.)
- **Burglary** - The unlawful entry of a building in order to commit a crime.

- **Larceny or Theft** - The unlawful taking of property without use or threat of physical harm.
- **Grand Theft Auto** - The unlawful taking of a vehicle without use or threat of physical harm.
- **Carjacking** - The unlawful taking of a vehicle with the use or threat of physical force. (Physical injury to the victim is not necessary.)
- **Drug Trafficking or Sales** - Possession of a controlled substance with intent to sell.
- **Drug Possession** - Possession of a controlled substance without intent to sell.
- **Vandalism** - The intentional destruction of another's property.
- **Arson** - The intentional destruction of another's property by fire or burning.
- **Public Disorder** - A variety of offenses such as disorderly conduct, public intoxication or loitering.

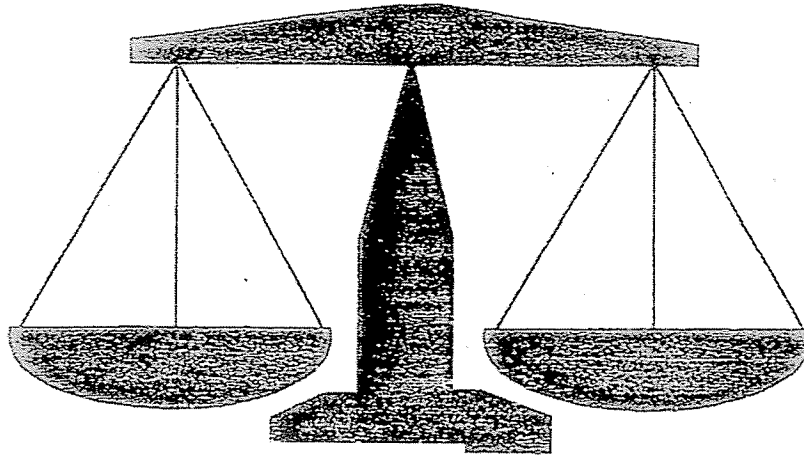
What Are Handsigns??

Handsigns were first used by Chinese Triads several hundred years ago. Black gang members introduced handsigns to the gang culture in the mid-1950s in Los Angeles. It is believed they copied their handsigns from family members who used secret hand signs in their fraternal societies and masonic groups. Handsigns are a powerful nonverbal form of communication much like the American sign-language. A quick flash of the hand is used as an announcement of gang affiliation or as a challenge or insult. These handsigns, which are quickly displayed with the fingers, hands and body, have very specific meanings to gang members. This nonverbal form of communication has been quickly accepted and adopted by gangs across the nation.

Posting is another form of nonverbal communication utilized by gang members. Posting is a system of postures, facial expressions and body motions to convey a message. When photographed the gangster may hold their chin up to display their feeling of defiance and arrogance or they may cross their arms and intently stare at someone to show their feeling of disapproval or as a challenge.

Another common gang indicator, mostly seen in the Midwest is that of right versus left. If the belt buckle or hat, for example, is tilted to the right or to the left, this may indicate possible gang affiliation. One pant leg or shirt sleeves may be rolled up or the member's hat may be tilted to the right or the left, would indicate which gang they affiliate with. When they get dressed, fold their arms or cross their legs, it will be done according to one side first, the other side second or one side on top and the other on the bottom.

EVICTIIONS PROCEDURES IN ILLINOIS



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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. 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. The following guideline is meant to answer some basic questions regarding the forcible process.

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 non-compliant 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 a 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 that there is drug dealing can be difficult. In order to increase your chances of successfully evicting this type of tenant, I would recommend that you include a drug-free addendum in your lease. Of course, it is 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 proving 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 drug dealers from the communities, they are actively encouraging the landlord 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 relating to disturbances at the building. Even if you can't ultimately prove that the tenant is taking or dealing drugs, you can probably prove that his behavior has unduly disturbed 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. Typically, eviction attorneys will charge approximately Five Hundred and no/100 Dollars (\$500.00) for a simple eviction. Depending upon local ordinances, as long as your lease contains a provision for recovery of attorneys' 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 case 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 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 you 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 use 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 note on a tenant. (1) You can serve the notice on the person or a person 13 years of age or older who resides in the premises. (2) The notice can be sent by certified or registered mail with a returned receipt from the tenant. However, the tenant must sign for the certified mail. (3) If no one is in actual possession of the premises, meaning the tenant has abandoned the property, 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 Sheriff must serve the tenant with a copy of the lawsuit.

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 are attached to the end of this article. These forms include:

- A. Five day Notice
- B. Forcible Entry and Detainer Complaint.
- C. Forcible Summons
- D. Order of Possession
- F. Motion for special process server
- G. Notice of posting.
- H. Affidavit for posting

Additional copies of these forms can be obtained at any office supply store or at the clerk's office located in the local courthouse.

Which courthouse do I have to use when I want to file an eviction action?

Evictions actions should be filed in the municipal district where the property is located. For housing located in the Schaumburg/Hoffman Estates area, most evictions are filed in the Third Municipal District which is located in

Rolling Meadows, Illinois. Almost all evictions actions are heard in Courtroom 206 on Tuesdays. There are two court calls, one beginning at 9:00 a.m. and one beginning at 1:30 p.m. Many litigants are unaware of the fact that a case can be scheduled to be heard at 1:30 p.m. You will find that this court call is considerably quicker and less crowded than the early morning court call.

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 which is located on the first floor. You will need to have your Complaint, Summons and Civil Cover sheet at the time of the filing. A copy of these documents is included in the appendix to this booklet. The cost for filing a forcible is \$105.00. After the clerk files the case, you will need to place the Summons for Service with the Sheriff's office. The Sheriff's office is also located on the first floor of the Rolling Meadows courthouse.

What do I need to do before I go to court?

The most important thing you need to do is to make sure that your tenant is properly served. This is nothing that a Judge can do until you obtain service on the Defendant. If the Sheriff cannot serve your tenant with legal papers, there are several options that will supplement the Sheriff's department. First, you can appoint a special process server. The process server must be at least eighteen years of age and not a party to the action. You must have a judge sign your order. These types of orders can be signed by the judge at 9:00 on any Tuesday. The advantage of having your papers personally served is that you can get a monetary judgment against your tenant. This means that you can collect your judgment more easily. If your main objective is to evict the tenant, you can also obtain service by "posting". Posting service allows you to obtain "possession" of the property. This type of service is accomplished by the filing of an Affidavit with the Clerk's office. This Affidavit and the Posting Notice is filed with the Sheriff. The Sheriff posts the summons at the sheriff's office and sends a post card to the tenant. After ten days, posting service is complete and you can proceed with the entry of an order of Possession. However, a Notice by Posting can only be used as a last resort after several attempts to obtain service.

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 your 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. The fee for eviction is \$78.00, in addition to the landlord must supply his own movers and locksmith. In Cook County, it will take anywhere from two to six weeks for the Sheriff to actually come out to the unit and evict the tenant. You will also need to be available on the day of the eviction. In Cook County, you cannot obtain the list of evictions scheduled for a particular day, until the day before. It is important that you know when an eviction is scheduled. The Sheriff's department will require you to be present.

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' Declarations, By-Laws and Rules and Regulations shall apply to tenants 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 attorneys' 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.

LANDLORD'S FIVE DAYS' NOTICE

To: _____

You are hereby notified that there is now due the undersigned landlord the sum of _____ Dollars and _____ Cents (\$_____.__), being rent for the premises situated in _____ (CITY) _____, County of _____ and State of Illinois, described as follows, to wit:

(INSERT STREET ADDRESS)
(CITY, STATE, ZIP)

together with all buildings, sheds, closets, out-buildings, garages and barns used in connection with said premises.

And you are further notified payment of said sum so due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of five days after service of this notice your possession of said premises shall be terminated.

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 possession in exchange for receiving partial payment.

DATED this ____ day of _____, 20____.

By: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

AFFIDAVIT OF SERVICE

_____, being duly sworn, on oath deposes and says that on the _____ day of _____, 2005, s/he served the within notice on the tenant named therein, as follows: *

- 1) by delivering a copy thereof to the within named tenant, _____.
- 2) by delivering a copy thereof to _____, a person above the age of thirteen years, residing on or in charge of the within described premises.
- 3) by sending a copy thereof to said tenant by** certified/registered mail, with request for return of receipt from the addressee.
- 4) by posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

Signed:

SUBSCRIBED AND SWORN to before
me this _____ day of _____, 20____.

NOTARY PUBLIC

* Strike out all paragraphs not applicable

** Strike out word not applicable.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, _____ DISTRICT

_____	}	Case No. _____
_____ Plaintiff(s)		Rent Amount Claimed: \$ _____
v. _____		* Trial Date: _____ Time: _____
_____ Defendant(s)		Court Location: _____

SUMMONS FOR TRIAL

BEFORE YOU GO TO COURT, YOU MUST PAY YOUR APPEARANCE FEE.

You are hereby SUMMONED to Court, however, you must file your appearance and pay the required fee with the Clerk of the Circuit Court's Office at the court location on this form, on or before the date and before the time of the trial. IF YOU DO NOT FILE AN APPEARANCE and contest the claim, a JUDGMENT BY DEFAULT may be entered for the relief requested in the complaint, ordering that you be evicted. If judgment is entered against you, the SHERIFF may evict you. A money judgment may also be entered against you if requested in the complaint.

The Plaintiff(s), named above, has/have filed a complaint in this Court to have you evicted. A true and correct copy of the complaint is attached.

THEREFORE, you, the Defendant(s), after you have filed an appearance, are hereby summoned to appear in person before

this Court on* _____, _____ at _____ (a.m.)(p.m.) in Courtroom _____

at _____, at which time and place a
(Court location)

TRIAL will be held on the complaint. (See top of this form if blanks not filled in).

*Not less than 7 days nor more than 40 days after issuance of summons.

SEE FEES ON THE REVERSE SIDE OF THIS FORM.

INSTRUCTIONS TO SHERIFF

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service and not less than seven (7) days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than seven (7) days before the trial date.

Atty. No.: _____
Name: _____
Atty. for: _____
Address: _____
City/State/Zip: _____
Telephone: _____

WITNESS _____, _____

DOROTHY BROWN, Clerk of Court

DATE OF SERVICE _____, _____
(To be inserted by officer on copy left with Defendant or other person)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IMPORTANT INFORMATION FOR DEFENDANTS**THIS IS AN EVICTION SUMMONS**

On the date and at the time shown on the other side, the court will decide whether you will have to move or whether you can continue to stay. **YOU MUST BE ON TIME FOR COURT. HAVING TO GO TO WORK, BEING ILL, OR DOING SOMETHING ELSE DOES NOT MEAN YOU CAN MISS COURT.**

APPEARANCE FEES INCLUDE A COUNTY LAW LIBRARY FEE OF \$13.00, THE COURT AUTOMATION FEE OF \$15.00, A DOCUMENT STORAGE FEE OF \$15.00, THE COURT SERVICES FEE OF \$25.00, AND THE MANDATORY ARBITRATION FEE OF \$10.00 WHERE APPLICABLE.

JURY FEES ARE AS FOLLOWS:

APPEARANCE FEES (BASED ON AMOUNT OF CLAIM)
(ALL CASES; NO DISPUTE RESOLUTION CHARGED)
FORCIBLE DETAINER (POSSESSION ONLY) \$158.00
\$1,500.00 OR LESS \$158.00
\$1,500.00 TO \$15,000.00 \$168.00
MORE THAN \$15,000.00 \$188.00

*THESE FEES MAY BE WAIVED BY APPROPRIATE COURT ORDER.
YOU HAVE THE RIGHT TO FILE A PETITION SEEKING SUCH
AN ORDER.

CLAIMS FOR DAMAGES NOT IN EXCESS OF \$10,000.00

*SIX-PERSON \$12.50
*TWELVE-PERSON JURY \$25.00 or
\$12.50 if another party paid for a jury of six

CLAIMS FOR DAMAGES NOT IN EXCESS OF \$15,000.00

*SIX-PERSON \$115.00
*TWELVE-PERSON JURY \$230.00 or
\$115.00 if another party paid for a jury of six

CLAIMS FOR DAMAGES IN EXCESS OF \$15,000.00
*TWELVE-PERSON JURY \$230.00

IF YOU DON'T COME TO COURT

The court may order you to move within a short period of time. **IF YOU DON'T MOVE**, your landlord can have the SHERIFF move you and all of your belongings out. The sheriff will put your property outside and you will have to make arrangements to move it somewhere else.

YOU HAVE RIGHTS

1. You have the right to come to court and tell your side of the case.
2. You have a right to a trial by jury. A request for a jury trial must be in writing and filed with the Clerk of the Circuit Court prior to your hearing. You must request the jury trial immediately when your case is called, before your trial actually starts.
3. You may come to court and speak for yourself, or you may have a lawyer represent you. If you want a lawyer, you must get one right away. If you are unable to come to court for any reason, you should talk to a lawyer.
4. If you do not have a lawyer, and are not able to afford one, you may call one of the following Lawyer Referral Services and ask them to recommend a lawyer for you:
 - CARPLS (Cook County's Legal Aid Hotline) (312) 738-9200
 - Chicago Bar Association Lawyer Referral Service, 321 S. Plymouth Ct., Chicago, IL 60604.
Phone (312) 554-2001
 - Illinois Tenants Union Eviction Hotline, Phone (773) 478-1133
 - Cook County Bar Association Lawyer Referral Service, 188 W. Randolph St., Suite 720, Chicago, IL 60601.
Phone (312) 630-1157
 - Other Lawyer Referral Services are listed in your telephone directory.
5. If you cannot afford a lawyer, you may call one of the following agencies that may be able to provide you with free legal help:
 - Cabrini-Green Legal Aid; 206 W. Division Chicago, IL 60610 Phone (312) 266-1345 (Initial \$20 Fee)
 - Chicago Volunteer Legal Services Phone (312) 332-1624
 - Legal Assistance Foundation of Metropolitan Chicago; 111 W. Jackson Blvd., 3rd Floor; Chicago, IL 60604
Phone (312) 341-1070 Fax (312) 341-1041
 - Law Offices of Kent College of Law Advice Desk, Room 602 Daley Center Phone (312) 603-3579
 - Lawyer's Committee for Better Housing, Inc.; 220 S. State, Suite 1700; Chicago, IL 60604
Phone (312) 347-7600 Fax (312) 347-7604

Participating agencies of the Housing Advocacy Consortium: Cabrini-Green Legal Aid; CARPLS; Chicago Lawyer's Committee for Civil Rights; Lawyers' Committee for Better Housing, Inc.; Legal Assistance Foundation of Metropolitan Chicago; Metropolitan Tenants Organization and National Center on Poverty Law.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT / _____ DISTRICT

v. _____

Plaintiff(s) Defendant(s) } No. _____

ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), _____
_____, and the issues thereof having been heard and
determined by _____ and said _____ having found that the
(court) (jury) (court) (jury)
Plaintiff(s) _____ is/are entitled to the possession of
the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
_____, the possession of the following described premises:
Name: _____
Address: _____
Floor - Apt No. _____
City - State - Zip: _____
2. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
the sum of _____ dollars and costs.
3. Enforcement of this judgment is stayed until _____
(date)

I hereby certify the above to be correct.

Dated: _____
(Seal of Clerk of Circuit Court)*This order is the command of the Circuit Court and
violation thereof is subject to the penalty of law.*_____
Clerk of the Circuit Court of Cook County, Illinois

Atty. No.: _____

Atty. Name: _____

Atty. for Plaintiff (or) Pro Se Plaintiff: _____

Address: _____

City/State/Zip: _____

Telephone: _____

ENTERED:

Dated: _____

Judge_____
Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ORIGINAL - FILE WITH CLERK'S OFFICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT / _____ DISTRICT_____
Plaintiff(s)

v.

Defendant(s)

No. _____

ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), _____

_____, and the issues thereof having been heard and

determined by _____ and said _____ having found that the
(court) (jury) (court) (jury)Plaintiff(s) _____ is/are entitled to the possession of
the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), _____

_____, the possession of the following described premises:

Name: _____

Address: _____

Floor - Apt No. _____

City - State - Zip: _____

2. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
the sum of _____ dollars and costs.3. Enforcement of this judgment is stayed until _____
(date)

I hereby certify the above to be correct.

Dated: _____
(Seal of Clerk of Circuit Court)_____
Clerk of the Circuit Court of Cook County, Illinois*This order is the command of the Circuit Court and
violation thereof is subject to the penalty of law.*

Atty. No.: _____

ENTERED:

Atty. Name: _____

Dated: _____

Atty. for Plaintiff (or) Pro Se Plaintiff: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Judge_____
Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

DUPLICATE ORIGINAL - FILE WITH SHERIFF'S OFFICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT / _____ DISTRICT

Plaintiff(s)
v. _____
Defendant(s)

No. _____

ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), _____
_____, and the issues thereof having been heard and
determined by _____ and said _____ having found that the
(court) (jury) (court) (jury)
Plaintiff(s) _____ is/are entitled to the possession of
the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
_____, the possession of the following described premises:
Name: _____
Address: _____
Floor - Apt No. _____
City - State - Zip: _____

2. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
the sum of _____ dollars and costs.

3. Enforcement of this judgment is stayed until _____
(date)

I hereby certify the above to be correct.

Dated: _____
(Seal of Clerk of Circuit Court)

*This order is the command of the Circuit Court and
violation thereof is subject to the penalty of law.*

Clerk of the Circuit Court of Cook County, Illinois

Atty. No.: _____
Atty. Name: _____
Atty. for Plaintiff (or) Pro Se Plaintiff: _____
Address: _____
City/State/Zip: _____
Telephone: _____

ENTERED:

Dated: _____

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COPY 1 - FILE WITH SHERIFF'S OFFICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT / _____ DISTRICT

Plaintiff(s)

v.

Defendant(s)

No. _____

ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), _____

_____, and the issues thereof having been heard and

determined by _____ and said _____ having found that the
(court) (jury) (court) (jury)

Plaintiff(s) _____ is/are entitled to the possession of
the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
_____, the possession of the following described premises:

Name: _____

Address: _____

Floor - Apt No. _____

City - State - Zip: _____

2. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
the sum of _____ dollars and costs.

3. Enforcement of this judgment is stayed until _____
(date)

I hereby certify the above to be correct.

Dated: _____
(Seal of Clerk of Circuit Court)

Clerk of the Circuit Court of Cook County, Illinois

*This order is the command of the Circuit Court and
violation thereof is subject to the penalty of law.*

Atty. No.: _____

ENTERED:

Atty. Name: _____

Atty. for Plaintiff (or) Pro Se Plaintiff: _____

Dated: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COPY 2 - FILE WITH SHERIFF'S OFFICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT / _____ DISTRICT

v. _____

Plaintiff(s) } No. _____
Defendant(s) }

ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), _____
_____, and the issues thereof having been heard and
determined by _____ and said _____ having found that the
(court) (jury) (court) (jury)
Plaintiff(s) _____ is/are entitled to the possession of
the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
_____, the possession of the following described premises:

Name: _____

Address: _____

Floor - Apt No. _____

City - State - Zip: _____

2. That the Plaintiff(s) have and recover of and from the Defendant(s), _____
the sum of _____ dollars and costs.

3. Enforcement of this judgment is stayed until _____
(date)

I hereby certify the above to be correct.

Dated: _____
(Seal of Clerk of Circuit Court)

Clerk of the Circuit Court of Cook County, Illinois

*This order is the command of the Circuit Court and
violation thereof is subject to the penalty of law.*

Atty. No.: _____

Atty. Name: _____

Atty. for Plaintiff (or) Pro Se Plaintiff: _____

Address: _____

City/State/Zip: _____

Telephone: _____

ENTERED:

Dated: _____

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COPY 3 - RETAIN FOR YOUR RECORDS

0005
0006

Complaint (Joint Action) Forcible Detainer-Rent/Damage Claims

CCM N020-60M-3/02/05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT/DISTRICT _____

_____	Plaintiff(s)	}	No. _____
v.			Rent or Damage Claimed \$ _____
_____	Defendant(s)		Return Date _____

COMPLAINT

The Plaintiff(s) claim as follows:

1. The Plaintiff(s) is/are entitled to the possession of the following described premises in the City or Village of:

2. The Defendant(s) unlawfully withhold possession thereof from the Plaintiff(s) _____

3. There is due to Plaintiff(s) from the Defendant(s) for rent or for damages for withholding possession of said premises from _____, _____, to _____, _____ after allowing the Defendant(s) all just credits, deductions and set-offs, the sum of \$ _____.

The Plaintiff(s) claim(s) possession of the property and \$ _____ as rent or damages.

Atty. Code: _____

Attorney for Plaintiff(s)

Name: _____

Attorney for: _____

Address: _____

City/State/Zip: _____

Telephone: _____

I/We, _____, on oath state that I/we am/are the Plaintiff(s) in the above entitled action. The allegations in this complaint are true.

[x] Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the abovesigned certifies that the statements set forth herein are true and correct.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ORIGINAL COURT FILE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PRINT NAME OF PERSON OR PARTY SUING

Plaintiff(s)

v.

PRINT NAME OF PERSON OR PARTY BEING SUED

Defendant(s)

No. PRINT YOUR CASE NUMBER

MOTION

*1. SERVICE OF PROCESS in this cause has not been made by the Sheriff. The Sheriff's return not found is dated _____, _____.

*2. The Sheriff of _____ County has not attempted service of process upon the defendant, however, the following facts as set forth more specifically in the affidavit provide a sufficient appointment of a special process server.

Petitioner moves the court to order service of process made by _____

NAME PRINT NAME OF SPECIAL PROCESS SERVER

ADDRESS PRINT ADDRESS OF SPECIAL PROCESS SERVER

EMPLOYMENT PRINT NAME AND ADDRESS OF EMPLOYER OF SPECIAL PROCESS SERVER
(NAME AND ADDRESS)

A person over 18 years of age and not a party to this action.

Attorney No.: PRINT "PRO SE" IF NO ATTORNEY

Name PRINT YOUR NAME

Attorney for: IF NO ATTORNEY, LEAVE BLANK

Address PRINT YOUR ADDRESS

City/Zip: PRINT YOUR CITY, STATE AND ZIP CODE

Telephone: PRINT YOUR COMPLETE TELEPHONE NUMBER

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth herein are true and correct or on information and belief, certifies that he/she verily believes the same to be true.

PRINT TODAY'S DATE

Date

PLEASE SIGN YOUR NAME

Movant or Attorney for Movant

ORDER

IT IS HEREBY ORDERED that _____
is hereby appointed to make service of process in this cause.

Dated _____,

ENTER: _____

*Strike inapplicable paragraph.

Judge

Judge's No.

THE AFFIDAVIT OF RETURN OF SERVICE upon execution shall be stapled to the back side of the Court Summons and returned to court.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT/_____DISTRICT

Plaintiff

v.

Defendant

No. _____
Forcible Detainer

NOTICE REQUIRING APPEARANCE IN PENDING ACTION

To the Defendant _____

The requisite affidavit for Notice by Posting having been filed, you are notified that at the instance of Plaintiff _____ the above entitled action against you for the recovery of the possession of real estate is now pending in the Circuit Court of Cook County, Illinois; that the premises, the possession of which is sought to be recovered by the Plaintiff from you, are located in _____ Illinois, and are described as follows:

Summons was issued in said suit and was returned without service stating that service could not be obtained.

You are hereby required to appear in person on*

_____, _____, at _____ m., in Courtroom _____
at _____ for the TRIAL of this case.

You are further required to file your written appearance by yourself or your attorney at the same time and place.

If you fail to appear for trial, judgment by default will be entered against you for the possession of the aforesaid premises. After the judgment is entered, the Sheriff may evict you.

Witness: _____,
Clerk of Court

*The day set for appearance must be at least 10 days after the copies of this notice are posted.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

v.

No.

AFFIDAVIT FOR SERVICE BY (check one)
☐ PUBLICATION ☐ POSTING

Pursuant to 735 ILCS 5/2-206 -service by publication: affidavit; mailing certificate
Pursuant to 735 ILCS 5/9-107 (Constructive Service)

_____, on oath states as to
Defendant _____ that:

1. Defendant (check ONE of the following):

- ☐ resides outside the state;
- ☐ has gone out of the state;
- ☐ cannot be found after diligent inquiry;
- ☐ is concealed within the state;
therefore, process cannot be served upon defendant.

2. Defendant's place of residence is (check ONE of the following):

- ☐ (Address) _____

(City) (State) (Zip)
- ☐ cannot be ascertained after diligent inquiry. His/Her last known place of residence is:
(Address) _____

(City) (State) (Zip)

Affiant: _____

Subscribed and sworn to before me this _____ day of _____,

Atty. No.: _____

Name: _____

Notary Public: _____

Attorney for: _____

Address: _____

City/State/Zip: _____

Telephone: _____

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

***Fire and Life Safety Handbook
for Landlords, Tenants,
and Property Managers***



**ALSIP FIRE DEPARTMENT
12600 S. PULASKI AVE.
ALSIP, ILLINOIS 60803**

The Village of Alsip now utilizes the International Building and Fire Codes

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Fire and Life Safety Handbook

Village of Alsip

Forward

In the United States alone more than six thousand fires and fire related accidents occur daily. Lack of understanding, preparation, and regular maintenance programs are the cause for these needless occurrences.

The following information, outlined in this booklet, will furnish you with the knowledge needed to considerably reduce the possibilities of fires or accidents occurring in your complex. If you need clarification of the material provided in this booklet, contact the Alsip Fire Prevention Bureau at the phone number listed below.

Alsip Fire Prevention Bureau
12600 S. Pulaski Ave.
Alsip, IL 60803
708.385.6902 ext. 237
Fax: 708.489.9476

Fire and Life Safety Handbook

Exiting Systems

The most important aspect of fire safety is quick and safe evacuation. All exits and all components of the exiting system including doors, corridors and stairways must be maintained in working order at all times.

Stairways and Corridors:

All stairways and corridors should be kept free of obstructions. There should be no storage of any material or equipment such as barbecue grills, bicycles, or toys in these areas. This would compromise residents safe exiting of the building. Also no storage of motorcycles, lawnmowers, or combustible materials should be permitted under the stairways.

Fire Doors:

All fire doors in the complex must be self-closing, self-latching, and not propped open. Properly maintained fire doors can hold back fire and smoke from the corridors allowing residents time to exit the building.

Emergency Lighting Systems and Exit Signs:

All emergency lighting systems and exit signs should be maintained and tested monthly. Check for burnt out bulbs, low or dead batteries in both systems. Replace any bulbs or batteries that are defective.



Evacuation plans:

All evacuations should be posted in common areas of the complex. Each plan should indicate two exits from each area and a safe place for everyone to congregate. **Never use an elevator during a fire as a means of escape.** Provide evacuation information to be followed if the fire alarm is activated.

Address

It is very important that the address numbers be easily seen from the street to assist emergency personnel in quickly locating the appropriate building.

The address numbers for the complex should be at least 6 inches in height, contrast with the background, and be visible from the street.

In multi-building complexes, building identifier letters or numbers should be at least 12 inches high and contrast with the background, and mounted high on the front and rear of the building so that they can be seen from the roadway. Special attention should be given to landscaping; trees that will grow and hide the letters should not be planted in this area.

Post apartment numbers conspicuously, contrasting with background, and at least three inches in height.

Fire and Life Safety Handbook

Smoke Detectors, Carbon Monoxide Detectors, & Fire Alarm System

Smoke Detectors:

Every living unit is required to have smoke detectors installed in accordance with the building code. Hard wire power supply with a battery back-up is recommended but battery operated smoke detectors are acceptable in pre-existing units per The State of Illinois.

Carbon Monoxide Detectors:

Every living unit is required to have a carbon monoxide detector installed within 15 feet of sleeping areas. Hard wire power supply with a battery back-up is recommended but battery operated carbon monoxide detectors are acceptable in pre-existing units per The State of Illinois.

Fire Alarm System:

Fire alarms are designed to notify residents of a fire in time to safely evacuate from a building. Building managers should consider providing residents with information to assist them in planning their evacuation. Keep fire alarm systems in proper operating condition at all times. This can be accomplished by regular testing and maintenance of your alarm system by qualified personnel per the Illinois State Code.

Testing and Maintenance:

Includes but is not limited to: testing all devices, cleaning all smoke detectors, checking battery levels, etc. Documentation may be requested by insurance underwriters seeking verification that reasonable efforts are being made to maintain the system in good working order.

Trouble Condition:

A trouble condition, indicated on the alarm panel by a yellow light, can be caused by numerous conditions. This situation requires contracting qualified service personnel to troubleshoot and correct the problem immediately. Do not try to reset the system before the fire department arrives. Nuisance alarms, besides being annoying, can cause residents to become desensitized to the alarm and possibly cause them to disregard it. Proper maintenance can help avoid this situation. Occasionally manual pull stations are maliciously pulled. If this occurs frequently, contact the Alsip Fire Prevention Bureau for assistance.

Fire Sprinkler Systems

Fire sprinkler systems are a most effective means of controlling fire. They minimize fire spread and damage caused by smoke and fire. Sprinkler heads are strategically placed throughout



Fire and Life Safety Handbook

Fire Sprinkler Systems (cont'd)

apartment living areas. When activated by heat, only those heads near the fire will discharge water. Fire sprinkler systems do require regular testing and maintenance.

Testing and maintenance:

Fire sprinkler systems require at least an annual testing and maintenance by qualified contractor.

Standards for testing and maintenance are outlined in the N.F.P.A. pamphlet 13 A

Tenants should be advised not to obstruct sprinkler heads by storing or hanging items such as decorations too close to them. A clearance of at least 18 inches must be maintained around any sprinkler head.

Central Station Monitoring

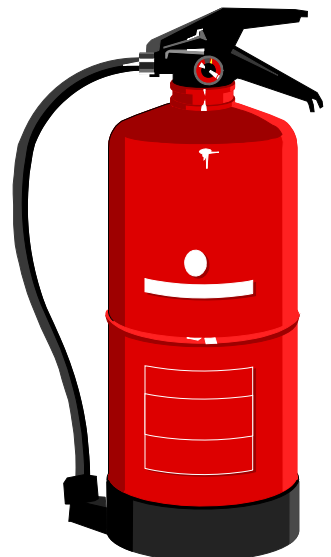
If the sprinkler system has 20 or more sprinkler heads, the system is required to be monitored by an alarm company for water flow and tampering. Tamper switches will send a signal to the alarm company monitoring the system alerting them that someone is turning off the valve.

If the fire sprinkler system has less than 20 sprinkler heads, sprinkler system control valves should be locked in the open position to avoid tampering by an unauthorized person.

Fire Extinguishers

Fire extinguishers, when operated by a person knowledgeable in their proper use, can significantly reduce fire damage. Training is essential. If you have a fire extinguisher available, be sure it is a Class ABC extinguisher with a testing laboratory label. Use an extinguisher only if:

1. The fire department is being called (9-1-1)
2. The building is being evacuated. Activate fire alarm, if available.
3. You know you have a class ABC extinguisher, and you already know how to operate it.
4. The fire is small and contained in the area where it stated.
5. You can fight the fire with your back to an exit.
6. The room is not filled with smoke to the point that you can not see.



Fire and Life Safety Handbook

Fire Extinguishers (cont'd)

If any of these are not true, get out immediately and dial 9-1-1.

Training information pertaining to fire extinguishers is available from the Alsip Fire Prevention Bureau.

Maintenance:

Keep fire extinguishers in good working order at all times. Be sure they are mounted in conspicuous, accessible locations. Make sure that there is no physical damage to the cylinder; the arrow is in the charged area; seal is in tact; and that there is nothing obstructing the nozzle. Annual servicing by qualified personnel and monthly inspection by maintenance personnel is required.

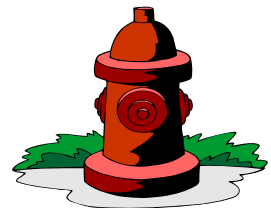
Fire Lanes and Fire Hydrants

Fire Lanes:

Fire lanes are designed to provide direct access for emergency activities and emergency apparatus. When the fire lanes are blocked by tenants' vehicles, emergency services are often delayed. In any emergency situation, seconds do count. Proper signage is important when enforcing a no parking restriction in the fire lane. The police department will cite vehicles illegally parked and will assist apartment managers with enforcement. Contact the Alsip Fire Prevention Bureau for information on signage, wording and placement.

Fire Hydrants:

A five foot radius / ten foot diameter clearance must be maintained around all fire hydrants. Keep it free of all debris and instruct snowplow contractors to keep the hydrants accessible after snow storms.



Emergency Medical Services

Learn CPR. For information pertaining to classes, call the Alsip Fire Department at (708) 385-6902 ext. 237.

Keep your address, phone number, and emergency numbers (9-1-1) on or near your phone. The Alsip Fire Department has a program in which you put the necessary information on your refrigerator.

When dialing 9-1-1, be sure to answer all the dispatchers questions and follow their directions. Speak slowly and stay calm. Stay on the phone until instructed to hang up.

Provide specific information about where the emergency is taking place. For example, the building number, apartment number, nearest entrances, which pool, etc.

Fire and Life Safety Handbook

Emergency Medical Services (cont'd)

To direct emergency personnel to the scene, turn on an outside light and, if available, send someone out to meet them.

Unlock gates or doors leading to the apartment so firefighters can make entry.

Pool Safety



Each year, many water-related incidents occur. These incidents frequently involve young children, but adults can also be victims. Water-related incidents not only include drowning, but near drowning, which can leave the victim severely brain damaged. Also, diving from other than designated areas can cause head and spinal cord injuries due to the victim striking his/her head on the bottom. Permanent paralysis can result. Alcohol consumption may precipitate water related incidents by impairing judgment.

Adults, as well as children, should never swim alone. Children must always be directly supervised by a responsible adult. Provide approved life saving equipment, such as a pole with a hook and a ring buoy with rope, and if possible, a backboard in the pool area.

Persons supervising others should know cardiopulmonary resuscitation (CPR).

Interior perimeter pool fences should be installed. Fences should be at least 4 feet in height, with self-closing and self-latching gates, which should be checked frequently. Vertical bars should not be spaced more than four inches apart.

Keep pool area free of toys and other objects that might attract children.

Keep tables and chairs away from the outside of the interior perimeter fence, so children cannot climb over the fence by using furniture or other objects.

Do not allow pets in the pool area when young children are present. Post pool rules conspicuously and enforce them.

Suggested rules include:

1. Children must always be directly supervised by a responsible adult.
2. Rules addressing the consumption of alcoholic beverages should be considered.
3. Roughhousing is not allowed.
4. Dive only from the diving board, not from the side of the pool.
5. Gates must be closed after entering or exiting the pool area; never prop them open.
6. Glass containers are not allowed in the pool area.

It is recommended that a telephone be located in close proximity to the pool, but not within the fenced area. A cordless handset can be used within the fenced area. Be sure to have the phone battery charged. Also, list all emergency numbers such as 9-1-1 near the phone.

Fire and Life Safety Handbook

Chemical Storage/Flammable & Combustible Liquids Storage

Store pool chlorine and muriatic acid separately in a well-ventilated area.

Chemical Storage/Flammable & Combustible Liquids Storage (cont'd)



Flammable and Combustibles Liquids:

Store gasoline in approved safety cans only. Do not exceed five gallons. Place caps tightly on container. It is recommended that flammable and combustible liquids be stored in a well ventilated area, away from open flame (i.e., gas water heaters and other ignition sources). Storage of gas operated equipment and cans shall be stored outside of buildings unless cans are of safety cans and equipment has the tanks empty.

Combustible Liquids:

Storage in excess of ten gallons must be stored in an approved flammable liquid storage cabinet. Contact Alsip Fire Prevention Bureau for cabinet specifications.

Cooking Facilities

Clubhouse and Recreational Areas:

Cooking is a frequent cause of fire loss. Cooking which produces grease (i.e., frying, browning of meat) is not allowed unless an approved grease removal system and extinguishing system has been installed. When an extinguishing system has been installed, servicing every six months by a qualified contractor is required. All cooking areas, hood and ducts should be kept free of grease accumulation.



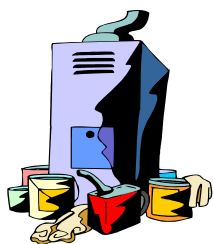
Locks & Lock Boxes

At least two vehicular access points into larger complexes may be required for fire department access. Gates may be locked; however, they must be able to be readily opened by the fire department. Prior to closing any gates to vehicular access, contact the Alsip Fire Prevention Bureau to determine if that access is required for the fire department. The Village of Alsip uses a voluntary lock box security system, Knox Box, to allow emergency access to locked areas and will assist you in setting up a locking arrangement that fills your needs and those of emergency responders.

Heating & Ventilating Units

Heating and ventilation units require regular service. Develop and use preventative maintenance programs for all mechanical equipment.

Fire and Life Safety Handbook



Heating & Ventilating Units (cont'd)

Keep motors free of grease and dust. Regularly check air filters and change them when necessary. Inspect natural gas venting systems (i.e., gas flue pipes) checked for soft, rusted or broken vent piping which can release carbon monoxide into indoor areas. A qualified heating contractor can provide that important annual checkup to make sure your system is operating safely and efficiently.

Laundry Rooms

A laundry room can be another area for fire hazard. Lint and combustible debris can accumulate behind the dryer, which could ignite when heated. Regular maintenance can prevent any fire hazards.

Maintenance:

1. Clean dryer lint screens after each use.
2. Dryer vents should be continuous to the outside.
3. Clean washer and dryer motors as needed to eliminate grease and lint accumulation.
4. Natural gas venting systems (i.e., gas flue pipes) for dryers and water heaters should be checked for soft, rusted or broken vent piping which can release carbon monoxide into indoor areas.

Carbon monoxide detectors are optional in laundry rooms as well as boiler/furnace rooms.

Dumpsters

Locate dumpsters away from buildings. Maintain a five foot clearance from combustible construction and eaves of buildings. This will prevent fire spread to an adjacent building in the event that a fire starts in a dumpster.

Electrical

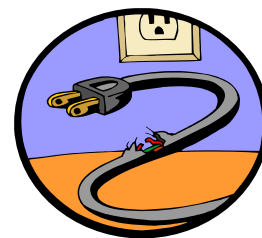
Electricity is a common cause of fires. These include improper use of extension cords, damaged flexible cords, overloaded circuits, and defective appliances. Electrical installations and wiring throughout the complex should be installed by a qualified electrician in accordance with the Chicago Electrical Code.

Electrical Cords:

Do not use these as replacement for permanent electrical wiring. Extension cords are designed for temporary use only. They should be kept free from damage, and the wiring size should be appropriate for

Electrical (cont'd)

the amperage of the appliance it is supplying. Use only UL listed cords. Never put extension cords under carpets nor throw rugs.



Fire and Life Safety Handbook

Flexible Cords:

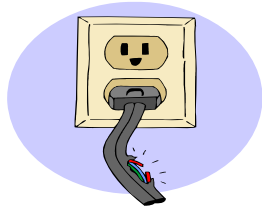
Maintain flexible cords to appliances (i.e., lamps, toasters, etc.) in good condition and place them where they are not subject to damage. Replace damaged, frayed, dried, or cracked cords.

Overloaded circuits:

These can occur by plugging too many exceeding the capacity of the wiring, heating the wiring, and possibly starting a fire. Never plug in more appliances than the receptacle will accept. Two plugs are usually allowed in a typical household receptacle.

Defective appliances:

Heat producing appliances are especially prone to create a fire problem if misused or allowed to become defective. Unplug heat producing appliances (i.e., toasters, blow dryers, curling irons) when not in use. Place space heaters at least three feet from anything that will burn, or further if per the manufacturer's recommendation. Never use an extension cord to supply a space heater. Space heaters should be unplugged when sleeping or leaving the premises. Space heaters should be electrical; they should not be kerosene or propane. Never use ovens nor gas stoves for heat either.



Never allow tenants to run extension cords from one apartment to another to supply power to an apartment without electricity.

Important: Do not allow tenants to move into an apartment prior to turning on utilities. Tenants moving in have been known to use candles or lanterns which pose a potential hazard, as well as placing items on the stove top, and when utilities are turned on, these items catch on fire.

Barbecue Grills

The following are some safety tips when using your charcoal or LPG (liquid propane gas) grill. Only use your barbecue grill outdoors. Indoors, they are serious fire hazards, and they produce toxic gases that can be lethal in enclosed places. Do not use barbecue grills on wooden balconies or under stairways. Keep barbecue grills away from any sliding glass doors that would give drapes/curtains a chance to fly into the grill and catch on fire.

Charcoal Grills:

- People have been burned severely using gasoline to start charcoal fires. Use only proper liquid charcoal lighter or another approved charcoal lighting device. If your fire begins to die never add more charcoal lighter to hot coals to rekindle a fire.
- Keep the grill lid closed when cooking or waiting for charcoal to properly heat.
- When cooking, the grill should be constantly attended.
- Have an approved fire extinguisher close by and know how to use it.

Fire and Life Safety Handbook

Barbecue Grills (cont'd)

- Let the coals cool overnight or wet the ashes thoroughly prior to disposal. Dispose of ashes by placing them into a metal container with a tight fitting lid.
- Keep matches, lighters, and combustibles out of range and out of sight of children.

LPG (liquid propane gas) Grill:

- If you use a grill fueled by LP gas, periodically check all fuel line connections for leaks by coating them with a solution of soap and water and watch for bubbles that indicate leaking gas. If your connections are not tight, have the unit serviced by a qualified specialist.
- Light LP gas grills according to manufacturer's instructions. Turn off burner valves and the supply valve on the LP gas cylinder when the grill is not in use.
- It is strongly recommended LP gas cylinders not be stored inside buildings or on balconies but preferably in a secured shaded area outside, away from building openings and stairs. If a cylinder leaks or vents, flammable vapors may travel inside buildings.



Working with the Fire Department

The information provided in this manual is intended to raise your awareness of safety issues and assist you in recognizing potential fire and life safety problems. To supplement the information in this manual, the Alsip Fire Department has video tapes available for use in employee and tenant training. Ongoing education and training is essential. Please contact our Fire Prevention Bureau, (708) 385- 6902, ext. 237 for more details.

As a manager or landlord, you have the ability to significantly reduce safety hazards by being observant and by following up on concerns forwarded to you by tenants.

Tenant Complaints:

Occasionally complaints are received by the Alsip Prevention Bureau and are evaluated. The first question asked is, "Have you notified your apartment manager or landlord?" If not, it is usually suggested they notify the manager prior to any intervention by the Alsip Fire Department.

If fire department intervention occurs, an inspector will first discuss the concern with the manager and perform an inspection to evaluate the situation. If a problem exists, the inspector will work with the fire department then present recommended solutions to the manager and agree on a reasonable time frame for correction.

Fire and Life Safety Handbook

Working with the Fire Department (cont'd)

Manager Complaints/Landlord Complaints:

If the tenant is maintaining an unsafe condition, the fire department, when requested by the manager or landlord, will determine if intervention is called for and the type of intervention necessary. Often as a manager or landlord, the lease may allow you the ability to act on a problem, depending on the nature of the situation.

Community Safety Committee

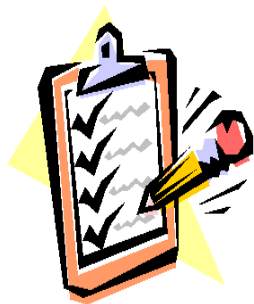
A safety committee may be formed to provide management with additional input into developing fire evacuation plans, pool rules, fire safety, and other safety matters. The committee may also solicit and receive notification of safety concerns from tenants. If requested, the fire department will gladly provide assistance with training safety committees. For employee and tenant training needs, information may be obtained by calling (708) 385- 6902, ext. 237.

Community Newsletter

A newsletter may be helpful in keeping tenants informed on important issues within the complex. Fire safety information on topics pertinent to apartment fire safety may be included. The fire department has information which may be printed in your newsletter.

Conducting Property Inspections

The Fire Department, as well as the Health and Building Departments will do an annual inspection. If you conduct property inspections as outlined in the Police Department Landlord



Training Manual, fire safety checks can easily be included during your inspection. Since an Unsafe condition in a tenant's apartment can affect other tenants, it is crucial the condition be corrected. Our village does have an annual inspection program that most of you are familiar with. If you have any concerns, they will be investigated at the time of the inspection. If the concern is of a serious nature, inspectors will come out to your complex prior to the annual inspection and assist you in correcting the problem.

Questions about specific problems can be addressed by contacting the Alsip Fire Prevention Bureau at (708) 385- 6902, ext. 237.

Fire and Life Safety Handbook

LANDLORD APARTMENT CHECKLIST

Smoke detectors are installed and operating properly. **True** **False**

Carbon monoxide detectors are installed and operating properly. **True** **False**

All exterior doors and locking devices are in good working order so, in the event of a fire, tenants can exit quickly. **True** **False**

Windows open easily so they could be used as an alternate exit in the event of a fire. **True** **False**

Stove vent hoods, ducts, cooking surfaces, and cabinets are free of accumulated grease. **True** **False**

The apartment is properly posted. **True** **False**

If a barbecue grill is used, there is a closed metal container for ash storage. **True** **False**

All fireplace chimneys are cleaned regularly and check for leaks by a qualified person. **True** **False**

There are no obvious electrical problems (i.e., blackened areas around electrical plugs, badly damaged cords). **True** **False**

There are no excessive quantities of flammable and/or combustible liquids stored in the apartments. **True** **False**

The swimming pool fence is in good condition with a self-closing and self-latching gate. **True** **False**

Ensure that stoves/ovens are turned off prior to tenant's move-in. **True** **False**

CORRECT ALL FALSE ANSWERS TODAY

ALSIP FIRE DEPARTMENT - APARTMENT BUILDING**INSPECTION** ☐ **REINSPECTION** ☐

BUILDING _____ OWNER'S _____ OWNER'S _____
LOCATION _____ NAME _____ PHONE _____ DATE _____
OWNER'S _____
ADDRESS _____ TOWN _____ ZIP _____ REINSPECTION DATE _____

The following report is based upon a fire safety inspection authorized under Article III, Sec 9-36, Municipal Code, Village of Alsip and Village of Alsip Ordinance #75-1-4. This inspection revealed the following dangerous conditions and / or fire hazards exist. You are hereby ordered to remove or remedy said conditions and / or hazards listed below before the time indicated above. Your failure to comply with this order will bring about fines and / or legal action.

1. EXIT DOORS, EXITWAYS, STAIRWAYS AND EXIT LIGHTING

- A. ☐ Exit or fire door (s) shall be serviced and /or repaired. (IFC 1028)
- B. ☐ All exit ways and / or stairways shall be kept clear and unobstructed. (IFC 1028.2, 1028.3)
- C. ☐ No storage shall be allowed under stairs. (IFC 1009.5, 3)
- D. ☐ Exit signs are needed, bulbs and glass. (IFC 1011, 1028.4)
- E. ☐ Exit doors to swing out in direction of egress. (ORD. 85-8-1)
- F. ☐ Hand rails shall be well-secured. (IFC 1012.1)

2. DOORS

- A. ☐ All furnace, boiler, electrical and storage room doors shall be marked with 3-inch letters stating what room it is. (IFC. 605.3.1)(IFC 608.7.1)
- B. ☐ Furnace/boiler room door shall have self-closer on door. (IFC 1008.1.3)
- C. ☐ No fire door(s) shall be wedged, tied open, or obstructed in any way. (IFC 703.2.2)
- D. ☐ Repair self-closing device on door. (IFC 703.2.2)

3. ELECTRICAL

- A. ☐ All electrical wiring shall meet Village codes. (C.E.C.)
- B. ☐ All electrical boxes and / or outlets to have covers. (C.E.C.)
- C. ☐ Eliminate the use of extension cords and / or multiple plugs. (IFC 605.5)
- D. ☐ Provide and / or repair exit way lights. (IFC 1006)
- E. ☐ Provide emergency lighting. (IFC 1006)
- F. ☐ Illuminated type exit signs shall be lit when premises are occupied. (IFC 1011)

4. FIRE EXTINGUISHERS

- A. ☐ Fire extinguishers location must be marked. (IFC 906.2)
- B. ☐ Fire extinguishers shall be inspected and serviced as required. (ORD 82-12-3) (IFC 906.3)
- C. ☐ Proper type, number, and placement of extinguishers required as specified below. (IFC 906.3)
- D. ☐ Fire hydrant blocked. (IFC 508.5.4) (ORD. 75-1-4/SEC. 9-1)

5. FLAMMABLES AND COMBUSTIBLES (INSIDE/OUTSIDE)

- A. ☐ Better housekeeping needed inside and /or outside. (A.I.A. 28.6)
- B. ☐ Rubbish and waste shall be kept in closed metal containers. (IFC 304.3)
- C. ☐ Oil treated mops, oil rags, etc., shall be kept in closed metal containers. (IFC 304.3)
- D. ☐ NO storage in furnace / boiler and electrical rooms. (IFC 301) (IFC 315)
- E. ☐ NO storage of flammable liquids. (IFC 2701) (IFC 315)

6. SPRINKLERS AND SMOKE AND HEAT DETECTORS

- A. ☐ Sprinklers are to meet Village Codes. (ORD 78-4-1 existing) (ORD 79-2-7 new)
- B. ☐ Smoke and / or heat detectors to meet Village Codes. (ORD 85-12-3)
- C. ☐ Smoke detector not working (see below for location). (ORD 85-12-3) (IFC 907.20.1)

7. MISCELLANEOUS

- A. ☐ Eliminate dangerous or hazardous conditions (see below). (A.I.A. 1.5) (IFC 301)
- B. ☐ Furnace / boiler room shall be enclosed with 2-hour fire resistant material. (IFC 703.1)
- C. ☐ Fire lanes shall be marked and posted. (A.I.A. 28.16a) (IFC 503.3)
- D. ☐ Fire lanes shall not be obstructed at any time. (A.I.A. 28.16b) (IFC 503.3)
- E. ☐ No grills allowed on balconies where combustible material is exposed. (ORD. 78-4-1) (SEC. 6-249)

Remarks

IF YOU DO NOT COMPLY WITH THE ABOVE VIOLATIONS BY THE REINSPECTION DATE, A TICKET WILL BE ISSUED.

OWNER / AGENT / MANAGER / REPRESENTATIVE

FIRE INSPECTOR

ARTICLE XVII. FIRE CODE

Sec. 6-500. Adoption of International Fire Code.

There is hereby adopted by the village, the International Fire Code, 2006 edition, as hereinafter amended (hereinafter the "IFC"). One copy of the IFC has been on file in the office of the village clerk for a period of at least 30 days prior to the adoption of these provisions and now is and remains on file in the office of the village clerk, and the same is hereby adopted and incorporated as fully as if set out at length herein. If the provisions of the IFC, as adopted, conflict with or contravene any provision of this division or any other provision of this Code, the provisions of this division and of this Code shall control. (Ord. No. 2007-10-3, § 1, 10-1-2007)

Sec. 6-501. Amendments, revisions and changes.

The following sections of the International Fire Code, 2006 edition, are amended, revised and changed as follows:

101.1 Title. These regulations shall be known as the Fire Code of the Village of Alsip hereinafter referred to as "this Code".

102.3 Change of use or occupancy. Delete entire section and replace as follows:

102.3 Change of use or occupancy. A change of use or occupancy shall not be made to any building or tenant space without approval of the Code Official. The Code Official shall certify that such building or tenant space meets the provisions of law governing building construction for the proposed new use or occupancy, and that such change of use or occupancy does not result in any greater one or related hazard to the public health, safety, or welfare.

102.6 Referenced codes and standards. Section 102.6 to read as follows:

102.6 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 45 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the most stringent provision shall apply.

The following standards shall be added in their entirety to Chapter 45: the following standards in their entirety: NFPA 13 - 02, NFPA 13D-02, NFPA13R-02, NFPA 14-03 and NFPA 20-03, NFPA 25 - 02, NFPA 70-99, NFPA 72-99 and NFPA 101-2000.

103.1 General. Change to read:

The department of fire prevention is established within the jurisdiction under the direction of the fire chief or the fire chief's designee. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. Delete entire section.

103.3 Deputies. Change to read:

The fire code official is authorized to designate one or more employees who shall exercise all powers of the fire code official during any temporary absence or disability of the fire code official.

105.3.3 Occupancy prohibited before approval. Add the following language:

Any building or tenant space found to be operating and business without approval or a Certificate of Occupancy by the Code Official shall be posted "NOT APPROVED FOR OCCUPANCY" until a Certificate of Occupancy is issued.

105.3.8 Certificate of Occupancy. A new Section 105.3.8 be added and shall read as follows:

105.3.8 Certificate of occupancy: The Code Official shall issue a certificate of occupancy only if, after inspection, he/she finds that such building or tenant space complies with the provisions of this Ordinance and all other Ordinances of the Village of Alsip, Cook County, and that said building or tenant space has been completed in accordance with the approved plans and documents filed in support of the Application for Building Permit relating to said building or tenant space. Such Certificate shall show the permitted use for the building or tenant space.

All outstanding fees shall be paid in full, prior to issuance of a certificate of occupancy by the Code Official.

105.3.8.1 Certificate of occupancy fees. A new Section 105.3.9 be added and shall read as follows:

105.3.8.1 Certificate of occupancy fees. A certificate of occupancy permit shall not be issued until the designated fees have been paid in accordance with Exhibit B.

Section 105.3.9 Contents of certificate. A new Section 105.3.9 be added and shall read as follows:

105.3.9 Contents of certificate. When a building or structure is entitled thereto, the Code Official shall issue a certificate of use and occupancy after final inspection and approval. The certificate shall certify compliance with the provisions of this code and the purpose for which the building or structure may be used in its several parts.

105.4.4 Approved documents. Add the following language:

105.4.4 Approved documents. Approval or disapproval shall be addressed in letter form and forwarded to the appropriate county or village building department having jurisdiction, stating reason(s) for disapproval or all requirements to be met prior to occupancy.

108.1 Board of appeals established. Delete entire section and replace as follows:

108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals consisting of the mayor and board of trustees of the Village of Alsip. The building official shall be an ex officio member of said board of appeals but shall have no vote on any matter before the board. The board of appeals shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

108.3 Qualifications. Delete entire section.

109.3 Violation penalties. Delete entire section and replace as follows:

109.3 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by applicable law.

Section 110.5 Fire watch. A new Section 110.5 be added and shall read as follows:

110.5 Fire watch. If communication with a building or business owner is not obtainable, the fire code official may establish a fire watch at the owner's expense.

111.4 Failure to comply. Delete entire section.

111.4 Failure to comply. Change to read:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall subject to penalties as prescribed by applicable law.

SECTION 202 General definitions. Change or add the following definitions to read:

Approved carbon monoxide alarm. A carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association.

Certificate of use and occupancy. The certificate issued by the Code Official which, permits the use of a building or tenant space in accordance with the approved plans and specifications and which certifies compliance with the provisions of law for the use and occupancy of the building or tenant space in its several parts together with any special stipulations or conditions of the building permit.

Change of use. An alteration by change of use in a building or tenant space heretofore existing to a new use group which imposes other special provisions of law governing building construction, equipment or means of egress.

Change of occupancy. The change in purpose for which a building or part thereof is used or intended to be used including a change in tenants or tenant space.

Dwelling unit. means a room or suite of rooms used for human habitation, and includes a single **family** residence as well as each living unit of a multiple **family** residence and each living unit in a mixed use building.

307.4.1 Bonfires. Delete entire section and replace as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within the village of Alsip.
307.4.2 Recreational fires. Change to read:

307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet of a structure or combustible material shall be eliminated prior to ignition. Recreation fires shall be contained in a manufactured, Underwriters Laboratory approved, outdoor fireplace/pit. Containers for recreational fires shall be no greater than 30 inches in diameter and/or 6.25 square feet. Recreation fires may only contain cut, natural wood that will fit within the confines of the container.

308.3.1.1 Liquefied petroleum gas fueled cooking devices. Change to read:

308.3.1.1 Grills, wood and liquefied petroleum gas-fueled devices. Grills, Wood and Liquefied petroleum gas-fueled devices shall not be located on combustible balconies or within 10 feet of combustible construction.

Section 308.3.1.1.1 Balconies. A new Section 308.3.1.1.1 be added and shall read as follows:

Section 308.3.1.1.1 Balconies. All balconies which are part of any multiple **family** dwelling unit hereafter constructed shall be of noncombustible material and shall extend for at least four (4) feet horizontally beyond the apartment opening and shall be capable of providing a refuge to inhabitants of said dwelling units from heat and smoke.

310.8 Hazardous environmental conditions. Change to read:

310.8 Hazardous environmental conditions. When the fire code official determines that hazardous environmental conditions necessitate controlled use of smoking materials, the

ignition of such materials in mountainous, brush/forest covered areas, landscaped areas where organic mulch is utilized, or other designated areas is prohibited except in approved designated smoking areas.

311.2.2 Fire protection. Delete entire section and replace as follows:

311.2.2 Fire protection: Fire alarm, sprinkler and standpipe systems shall be maintained in an operable condition at all times. Exceptions may be granted by the fire code official.

404.2 Where required. Delete entire section and replace as follows:

404.2 Where required. An approved fire safety and evacuation plan shall be prepared and maintained for all occupancies and buildings as required by the code official.

503.1 Where required. Delete entire section and replace as follows:

503.1 Where required: Fire apparatus access roads shall be provided and maintained in accordance with sections 503.1.1- 503.1.3. The fire code official shall require and designate public and private fire lanes as deemed necessary for effective and efficient operation of fire apparatus.

503.1.1. Buildings and facilities. Delete the following stricken language and add the underlined language as follows:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

2. There are not more than two Group R-3 or Group U occupancies.

Public or private access, for all occupancy classification with the exception of R-3 shall be provided for fire apparatus when the building is three stories or higher. Fire lane access for an aerial ladder and/or mechanically elevated mechanism shall be required to cover three-quarters of all exterior building walls.

503.2.1 Dimensions. Delete entire section and replace as follows:

503.2.1 Dimensions. The minimum width of fire lanes shall be 20 feet and an inside radius of 45 feet shall be provided to accommodate vehicles when turning. The fire lanes shall be placed 25 feet from the building to the edge of the fire lane or 35 feet to the center of the fire lane to the building. Public parking areas used as fire lanes shall have 25 feet to the rear of parking spaces to the building and 24 feet of open area to the rear of the parking spaces. Fire lanes shall have an unobstructed vertical clearance of not less than 15 feet. The road shall be constructed with the capability to handle 80,000 pounds (weight of fire apparatus).

503.2.4 Turning radius. Delete entire section and replace as follows:

503.2.4 Turning radius. The required turning radius for a fire apparatus access road shall be determined by the Fire Code Official. Fire lane turn around shall have an inside radius of 45 feet and shall have a driving area width of 27 feet in order to accommodate vehicles.

503.2.5 Dead ends. Delete entire section and replace as follows:

503.2.5 Dead ends. Dead end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. All cul-de-sacs shall have a minimum diameter of 90 feet if parking is allowed

505.1 Address numbers. Delete entire section and replace as follows:

505.1 Address numbers. New and existing buildings and tenant spaces shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Exterior numbers shall be a minimum of 6 inches high. Interior tenant spaces shall be a minimum 4-inch high numbers.

506.1 Where required. Delete entire section and replace as follows:

506.1 When a knox box is required. All newly constructed buildings or tenant spaces are required to install an approved knox box in an accessible location approved by the code official and shall contain keys and other items necessary to provide to the fire Department access to the building at locked points of ingress and egress whether on the interior or exterior of such building, to include building systems, controls and devices, such as but not limited to: Fire alarm systems, automatic fire sprinkler systems, elevator controls, electrical rooms and mechanical rooms.

Exception: Knox boxes are not required for attached residential dwellings or single-family detached dwellings.

506.1.2 Type of key box. A new Section 506.1.2 be added and shall read as follows:

506.1.2 Type of key box. The type of key box approved for use by the Alsip Fire Department is the knox box brand key vault/rapid entry system. The Alsip Fire Department shall be in complete control of knox box and rapid entry system authorization and operation. The Alsip Fire Department shall not be required to purchase or sell any knox box or rapid entry system products.

506.1.3 Location and number. A new Section 506.1.3 be added and shall read as follows:

506.1.3 Location and number. The location of the knox box shall be approved by the code official. The knox box shall be mounted at a maximum height of six (6) feet above grade in which a person can stand on without any assistance. The total number of knox boxes required shall be determined by the fire code official.

506.1.4 Alarm. A new Section 506.1.4 be added and shall read as follows:

506.1.4 Alarm. At the request of the owner or lessee, the code official shall permit the installation of a key box tamper switch connected to the buildings security alarm system. No such tamper switch shall be allowed to be connected to the buildings fire alarm system.

506.3 Electric shunt switch. A new Section 506.3 be added and shall read as follows:

506.3 Electric Shunt Switch: An electric knox shunt/shut off switch shall be required in buildings of all use groups with multiple electric panel rooms and/or buildings having an 800 ampere service or greater. The switch will be mounted next to main the main knox box or at a location specified by the fire code official. The switch shall be mounted at a height of 6 (six) feet from the finished floor.

507.4 Wood truss warning signs. A new Section 506.4 be added and shall read as follows:

507.4 Wood truss warning signs: The owner of any commercial, industrial, or multi-family structure which has a wooden truss roof assembly shall be required to mount warning signs meeting the following minimum requirements:

1. Size and construction: A six (6") red metallic letter "T" sign located on the front and rear entrances (preferably under the building address), or in a location to be determined by the fire code official.
2. Property owner responsibility: It shall be the responsibility of each property owner to mount, maintain, and prevent obstruction of any warning signs required to be mounted on the building or structure.

508.5.1 Where required. Delete entire section and replace as follows:

508.5.1 Where required. Fire hydrants shall be located along a fire apparatus access road so that no portion of a building or facility will be more than 300 feet from any hydrant. Additional hydrants and mains shall be provided where required by the fire code official. Fire hydrants shall be located within 100 feet to any fire department sprinkler or standpipe connection as determined by the fire code official.

508.5.7 Fire hydrant installation. A new Section 508.5.7 be added and shall read as follows:

508.5.7 Fire hydrant installation. Fire hydrants shall be installed so that:

1. Access to fire hydrants shall be by any approved roadway as specified by this code.
2. Fire hydrants shall be located approximately ten (10) feet from all weather roadways.
3. Each fire hydrant shall have the pumper (steamer) connection facing the primary roadway and shall be accessible so that a connection can be made between the hydrant and the apparatus located in the street with twenty (20) feet of suction hose.
4. Fire hydrant outlets shall be a minimum of eighteen (18) inches and no more than thirty-six (36) inches above the finished grade.
5. Fire hydrants used in conjunction with water supplies shall be of a type acceptable to the fire code official.

510.2 Access to fire equipment. A new Section 510.2.7 be added and shall read as follows:

510.2 Access to fire equipment. In multiple single-family dwellings where there is no common area, fire alarm panels and sprinkler system valves shall be located in a room accessible only to Alsip Fire Department personnel from the exterior of the building. The Alsip Fire Department shall have access at any time to such equipment without entering an individual dwelling unit.

511.1 Emergency notification. A new Section 511.1 be added and shall read as follows:

511.1 Emergency notification. It shall be the responsibility of the property owner and/or manager to provide current contact persons and telephone numbers of persons to be notified in case of an emergency involving their property and/or building.

607.4 Elevator phone. A new Section 607.4 be added and shall read as follows:

607.4 Elevator phone. All required emergency elevator phones shall directly dial a 24 hour monitored communications center as approved by the fire code official.

806.1.1. Restricted occupancies. Delete entire section and replace as follows:

806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in groups, A, B, E, I, M, R-1, R-2 and R-4.

901.2.2 Fire alarm installers. A new Section 901.2.2 be added and shall read as follows:

901.2.2 Fire Alarm Installers. Fire alarm installers shall meet the requirement of the Illinois Department of Professional Regulation has the following requirements for alarm system installers:

901.9.1 Materials and contents information. A new Section 901.9.1 be added and shall read as follows:

901.9.1 Materials and contents information. Construction documents for fire protection systems permit shall include information on the contents, the occupancy, the location and arrangement of the structure, and the contents involved, the exposure to any hazard, the extent of the system coverage, the suppression system design criteria, the supply and extinguishing agents, the location of any standpipes, and the location and method an operation of any detection and alarm devices.

Section 902.1 Definitions. The following definition shall be added to Section 902.1 to read as follows:

Total area: For purposes of calculating total square feet and fire areas, the total floor area includes mezzanines and basements contained within the surrounding exterior walls of the building on all floors and levels, which are added together. The area included within the surrounding exterior walls of a building including roof overhangs, extensions, and all enclosed extensions, which are also added to the calculation. Areas of a building not provided with surrounding walls shall be included within the building area if such areas are included within the horizontal projection of the roof or floor above. Interior walls, including fire walls, and partition walls, shall not be considered as walls which divide a structure into two or more separate buildings, but a structure containing such interior walls shall be considered as one building for the purpose of this section.

903.2.1.1 Group A-1. Delete entire section and replace as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout all Group A-1 occupancies.

903.2.1.2 Group A-2. Delete entire section and replace as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout all Group A-2 occupancies.

903.2.1.3 Group A-3. Delete entire section and replace as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout all Group A-3 occupancies.

903.2.1.4 Group A-4. Delete entire section and replace as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout all Group A-4 occupancies.

903.2.1.5 Group A-5. Delete entire section and replace as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided throughout all Group A-5 occupancies.

903.2.1.6 Group B. Delete entire section and replace as follows:

903.2.1.6 Group B. An automatic sprinkler system shall be provided throughout all Group B occupancies.

903.2.1.6 Group B. Delete entire section and replace as follows:

903.2.1.6 Group B. An automatic sprinkler system shall be provided throughout all Group B occupancies.

903.2.2 Group E. Delete entire section and replace as follows:

903.2.1.6 *Group E*. An automatic sprinkler system shall be provided throughout all Group E occupancies.

903.2.3 *Group F-1*. Delete entire section and replace as follows:

903.2.3 *Group F-1*. An automatic sprinkler system shall be provided throughout all Group F-1 occupancies.

903.2.4 *Group H*. Delete entire section and replace as follows:

903.2.4 *Group H*. An automatic sprinkler system shall be provided throughout all Group H occupancies.

903.2.5 *Group I*. Delete entire section and replace as follows:

903.2.5 *Group I*. An automatic sprinkler system shall be provided throughout all Group I occupancies.

903.2.6 *Group M*. Delete entire section and replace as follows:

903.2.6 *Group M*. An automatic sprinkler system shall be provided throughout all Group M occupancies.

903.2.7 *Group R*. Delete entire section and replace as follows:

903.2.7 *Group R*. An automatic sprinkler system shall be provided throughout all Group R occupancies.

903.2.8 *Group S-1*. Delete entire section and replace as follows:

903.2.8 *Group S-1*. An automatic sprinkler system shall be provided throughout all Group B occupancies.

903.2.8.1 *Repair garages*. Delete entire section and replace as follows:

903.2.8.1 *Repair garages*. An automatic sprinkler system shall be installed in all repair garage occupancies.

903.2.8.2 *Bulk storage of tires*. Delete entire section and replace as follows:

903.2.8.2 *Bulk Storage of Tires*. An automatic sprinkler system shall be installed in all bulk storage of tires buildings.

903.2.9 *Group S-2*. Delete entire section and replace as follows:

903.2.9 *Group S-2*. An automatic sprinkler system shall be provided throughout all buildings classified as an enclosed parking garage.

903.2.9.1 *Commercial parking garages*. Delete entire section and replace as follows:

903.2.9.1 *Commercial parking garages*. An automatic sprinkler system shall be provided throughout all buildings used for storage of commercial trucks, trailers, transport container units or buses.

903.2.10 *Windowless stories in all occupancies*. Delete entire section and replace as follows:

903.2.10 *Windowless stories in all occupancies*. An automatic sprinkler system shall be provided throughout all windowless stories in all occupancies.

903.2.10.1 *Stories and basements without openings*. Delete entire section and replace as follows:

903.2.10.1 *Stories and basements without openings*. An automatic sprinkler system shall be installed without openings.

903.2.10.2 *Openings on one side only*. Delete entire section and replace as follows:

903.2.10.1.2 *Openings on one side only*. Where openings in a story are provided on only one side and the opposite wall of such story, the story shall be equipped throughout with an automatic sprinkler system.

903.2.10.3 *Basements*. Delete entire section and replace as follows:

903.2.10.1.3 Basements. All basements shall be equipped throughout with and approved automatic sprinkler system.

903.2.12.13 Delete entire section

903.2.12.14 Delete entire section.

903.3.1 Delete entire section.

903.3.1.1.1 Delete entire section

903.3.1.2 NFPA 13R sprinkler systems. Delete entire section and replace as follows:

903.3.1.2 NFPA 13R sprinkler systems.

In use group R2 buildings less than three residential stories in height systems may be designed and installed in accordance with 13R. An addressable fire alarm system shall be installed as required by the Village of Alsip

903.3.5 Water supplies. Delete entire section and replace as follows:

903.3.5 Water Supplies. Water supplies for automatic fire sprinkler systems shall comply with this section and the standards reference in section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the Chicago Plumbing Code.

903.3.5.3 Safety Factor. A new Section 903.3.5.3 be added and shall read as follows:

903.3.5.3 Safety factor: Hydraulically calculated sprinkler systems shall maintain a minimum of 10% or five (5) pounds per square inch cushion (whichever is greater) between the seasonal low water supply and the total sprinkler demand. The total sprinkler demand shall include the sprinkler demand and the hose stream demand.

903.3.7 Fire department connections. Delete entire section and replace as follows:

903.3.7 Fire department connections. The location of the fire department connection shall be approved by the fire code official. The fire department connection shall consist of one five inch Storz coupling on a 30 degree elbow mounted between 36 inches and 48 inches above the finished floor.

903.4 Delete exceptions 2, 4 and 5.

903.4.1 Signals. Delete entire section and replace as follows:

903.4.1 Signals: Alarm, supervisory and trouble signals shall be distinctly different and shall be directly connected to the communications center of the Village of Alsip in a method approved by the Fire Code Official as defined in NFPA 72.

904.3.5 Monitoring. Delete entire section and replace as follows:

904.3.5 Monitoring: All automatic fire extinguishing systems shall be monitored by a fire alarm system directly connected to the communications center of the Village of Alsip, in a method approved by the Code Official in accordance with NFPA 72.

905.3.1.1 Building area. A new Section 905.3.1.1 be added and shall read as follows:

905.3.1.1 Building area. Class 1 standpipe systems shall be installed in all buildings where any portion of the building's interior area is more than 150 feet of travel, vertically, and horizontally, from the main entrance of the building of fire department vehicle access. Where the most remote portion of a floor or story is more than 150 feet from a hose connection, the Fire Code official may require that additional hose connections be provided in approved locations.

906.1 Delete all exceptions.

906.2 Delete entire section

906.3 Size and distribution. Delete entire section and replace as follows:

906.3 Size and distribution. The minimum size fire extinguisher for use in all occupancy groups shall be 4A60BC. All other applications shall be in accordance with the provisions of NFPA 10.

906.4.2 Cooking grease fires. Add the following language:

In areas with a wet chemical fire suppression system shall have a minimum of one 6 (six) liter wet chemical potassium based fire extinguisher within the kitchen area in addition to other required extinguishers. Additional class K extinguishers may be required by the fire code official.

906.5.1 Fire extinguishers. A new Section 906.5.1 be added and shall read as follows:

906.5.1 Fire extinguishers. Fire extinguishers shall be located within 5 feet of each exit door. All other areas shall have fire extinguishers installed in accordance with NFPA 10.

907.1.3 Underwriters Laboratory certificates. A new Section 907.1.3 be added and shall read as follows:

907.1.3 Underwriters Laboratory Certificates. All fire alarm systems installed within the jurisdiction of the Village of Alsip shall be Underwriters Laboratory certified as remote station type systems. The Underwriters Laboratory certification shall remain in place for as long as a fire alarm system is required to be installed. This shall also include those systems that monitor automatic sprinkler systems.

907.1.4 Underwriters Laboratory certificate additional requirements. A new Section 907.1.4 be added and shall read as follows:

907.1.4 Underwriters Laboratory certificate additional requirements.

Any existing systems shall be required to be UL certified within 5 years from the effective date of the ordinance adopting the IFC. When an occupancy changes, a Underwriters Laboratory remote station certificate shall also be required. Where systems are upgraded, a Underwriters Laboratory remote station shall also be required, including new control panels and changes or additions to systems that are equal to or greater that 10% of the existing system.

907.1.5 Fire alarm installation requirements. A new Section 907.1.5 be added and shall read as follows:

907.1.5 Fire alarm installation requirements. In order to install a fire alarm system in the Village of Alsip, a firm alarm installer must be a licensed fire alarm installer or a licensed electrician. Prior to acceptance testing, the alarm contractor that shall issue the certificate for the protected property shall provide a current copy of the alarm contractor's certificate of compliance to the fire code official. A copy of the protected property's remote station Underwriters Laboratory certificate shall be provided to the fire code official upon completion of the acceptance test.

907.1.6 Where required - existing buildings and structures. A new Section 907.1.6 be added and shall read as follows:

907.1.6 Where required - existing buildings and structures. All existing commercial structures within the Village of Alsip shall have a working fire alarm system which is connected to Alsip Central Dispatch. The master fire alarm panel in facilities/buildings that are rented or leased are the responsibility of the building owner to maintain and service. Within 5 years from the effective date of the ordinance adopting the IFC, all commercial buildings shall have a fire alarm system installed.

907.2 Where required - new buildings and structures. Delete entire section and replace as follows:

907.2 Where required-new buildings and structures. An approved manual, automatic or manual and automatic fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Section 907.2.1 through 907.2.23 and provide occupant notification in accordance with section 907.10, unless other requirements are provided by another section of this code. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required. A remote full function annunciator panel may be required by the fire code official if the main fire alarm panel is not located by the front entrance of the occupancy/structure.

907.2.1 Group A. Delete entire section and replace as follows:

907.2.1 Group A: A manual fire alarm system shall be installed and directly connected to the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in all Group A occupancies.

907.2.2 Group B. Delete entire section and replace as follows:

907.2.2 Group B: A manual fire alarm system shall be installed and directly connected to the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group B occupancies.

907.2.3 Group E. Delete entire section and replace as follows:

907.2.3 Group E: A manual fire alarm system shall be installed and directly connected to the Village of Alsip, in a method approved by the fire code official in Group E occupancies.

907.2.4 Group F. Delete entire section and replace as follows:

907.2.4 Group F: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group F occupancies.

907.2.1 Group H. Delete entire section and replace as follows:

907.2.5 Group H: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group H occupancies.

907.2.1 Group I-1. Delete entire section and replace as follows:

907.2.6 Group I-1: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group I-1 occupancies.

907.2.6.1 Delete exception 1

907.2.6.2 Group I-2. Delete entire section and replace as follows:

907.2.6.2 Group I-2: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group I-2 occupancies.

907.2.6.3 Group I-3. Delete entire section and replace as follows:

907.2.6.3 GROUP I-3: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group I-3 occupancies.

907.2.7 Group M. Delete entire section and replace as follows:

907.2.7 Group M: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group M.

907.2.8 Group R-1. Delete entire section and replace as follows:

907.2.8 Group R-1: A manual fire alarm system and an automatic fire detection system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in all Group R-1 occupancies.

907.2.8 Group R-2. Delete entire section and replace as follows:

907.2.9 Group R-2: An automatic fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in the common areas of all Group R-2 occupancies.

907.2.101.2.1 Group S. Delete entire section and replace as follows:

907.2.10.1.2.1 Group S: A manual fire alarm system shall be installed and directly connected to the Communication Center of the Village of Alsip, in a method approved by the fire code official in accordance with NFPA 72 in Group S occupancies.

907.2.10.1.2.1 Group I-1. Delete entire section and replace as follows:

907.2.10.1.3 Group I-1: Single or multiple-station smoke alarms shall be installed and maintained in sleeping areas in occupancies in Group I-1.

907.2.101.2.1 High-rise buildings. Delete entire section and replace as follows:

907.2.12 High-rise buildings. Buildings with a floor used for human occupancy located more than 60 feet above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system, pressurized stairwells, fire command center, fire department communication center and an emergency voice/alarm communication system in accordance with Section 907.2.12.2

907.5 Power supply. Delete entire section and replace as follows:

907.5 Power Supply. The primary and secondary power supply for the fire alarm shall be provided in accordance with NFPA 72.

907.9 Zones. Delete entire section and replace as follows:

907.9 Zones. Each floor shall be zoned separately and a zone shall not exceed 10,000 square feet. The length of any zone shall not exceed 200 feet in any direction; a zoning indicator panel and the associated controls shall be provided in an approved location. The visual zone indication shall lock in until the system is reset and shall not be cancelled by the operation of a public alarm - silencing switch. A separate zone by floor shall be provided for the following types of alarm initiating devices where provided:

1. Detection devices.
2. Sprinkler water-flow alarms.
3. Manual fire alarm boxes.
4. Each tenant space in multi-tenant occupancies, and
5. Other approved type of automatic fire detection devices or suppression systems.

907.12 Duct smoke detectors. Delete entire section and replace as follows:

907.12 Duct smoke detectors: Duct smoke detectors shall be connected to the building's fire alarm control panel when a fire alarm system is provided. Activation of a duct smoke detector shall initiate a visible and audible fire signal and shut down the individual units. Duct smoke detectors shall not be used as a substitute for required open area detection.

Duct smoke detectors shall be required in all air handling units 2000 CFM or greater. All test switches shall be labeled and installed in a proximate area near the Fire Alarm panel or as determined by the Fire Code Official. All duct detectors should be labeled in correlation with the HVAC units and clearly marked on the inside ceiling, visible from the floor. All rooftop units will be visibly marked from the roof/scuttle access point.

907.16.1 Elevator emergency telephones. A new section 907.16.1 be added and shall read as follows:

907.16.1 Elevator emergency telephones. Elevator emergency telephones shall be connected to a 24 hour monitored Communications Center as approved by the fire code official.

907.18 Record of completion. Delete entire section and replace as follows:

907.18 Records of completion. A record of completion in accordance with NFPA 72 verifying that the system has been installed with the approved plans and specifications shall be provided. A schematic minimum of and 8.5 by 11 inch shall be provided showing all devices and components of the alarm system.

908.1 Group H occupancies. Delete entire section and replace as follows:

908.1 Group H occupancies. Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall be provided as required in Chapter 27. All required alarms shall be directly connected to the Communications Center of the Village of Alsip, in a method approved by the Code Official in accordance to provisions of NFPA 72.

908.7 Carbon monoxide detector. Add a new section 908.7 to read:

908.7 Carbon monoxide detector.

(a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes as set forth herein and any applicable provision of the Municipal Code of the Village of Alsip. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

(b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

(c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance. The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit; except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

(d) The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

(e) If a provision of this section conflicts with a provision of the Municipal Code of the Village of Alsip, the Municipal Code provision shall govern.

908.7.1 Violation. Add a new section 908.7.1 to read:

908.7.1. Violation.

(a) Willful failure to install or maintain in operating condition any carbon monoxide alarm as required is a Class B misdemeanor.

(b) Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

(c) If a provision of this section conflicts with a provision of the Municipal Code of the Village of Alsip, the Municipal Code provision shall govern.

908.7.2 Exemptions. Add a new section 908.7.2 to read:

908.7.2. Exemptions. The following residential units shall not require carbon monoxide detectors:

(1) A residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the Alsip building commissioner, to receive carbon monoxide from that source.

(2) A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the Alsip building commissioner.

(3) If a provision of this section conflicts with a provision of the Municipal Code of the Village of Alsip, the Municipal Code provision shall govern.

909.20.6 Garages. Add a new section 900.20.6 to read:

909.20.6 Garages. In garages where a carbon monoxide detection device controls the activation of an exhaust system, the system must shut down upon the activation the fire detection and/or suppression systems. The system shall have a manual override control which will be installed under direction of the fire code official. This system is subject to acceptance and testing by the fire code official

912.2 Location. Delete entire section and replace as follows:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Fire department connections shall be located within 100 feet of a fire hydrant at a location approved by the code official.

912.15 Backflow protection. Delete entire section and replace as follows:

912.5 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the Chicago Plumbing Code.

913.4 Valve supervision. Delete entire section and replace as follows:

913.4 Valve supervision: Where provided, the fire pump suction, discharge and bypass valves, and the isolation valves on the backflow prevention device or assembly shall be

supervised by a fire alarm system directly connected to the Communication Center of the Village of Alsip, in a method approved by the Code Official in accordance with the provisions of NFPA 72.

914.2.1 Automatic sprinkler system. Delete exceptions.

914.3.1 Automatic sprinkler system. Delete exceptions.

914.4.1 Automatic sprinkler systems. Delete exceptions

914.7.1 Automatic sprinkler systems. Delete exceptions.

1003.1 Applicability. Delete entire section and replace as follows:

1003.1 General requirements. The general requirements specified in this section shall apply to all three elements of the means of egress system, in addition to those specific requirements for the exit access, the exit and the exit discharge detailed elsewhere in this chapter. The provisions of the Chicago Electrical Code shall not be used to eliminate the installation requirements for exit signs and means of egress illumination systems.

1006. 1 Illumination required. Delete exceptions.

1006. 2 Illumination level. Delete exceptions.

1006.3 Illumination emergency power. Delete entire section and replace as follows:

1006.3 Illumination emergency power. The power supply for means of egress illumination shall normally be provided by the premise's electrical supply. In the event of power supply failure, an emergency system shall automatically illuminate all of the following areas:

1. Exit access corridors, passageways, and aisles in rooms and spaces, which require two or more means of egress.
2. Exit access corridors and exit stairways located in buildings required to have two or more exits.
3. Interior exit discharge elements, as permitted in Section 1006.1, in buildings required to have two or more exits.
4. The portion of the exterior exit discharge immediately adjacent to exit discharge doorways in buildings required to have two or more exits.
5. Conference rooms, training rooms, break or lunch rooms, and restrooms that accommodate more than one occupant.

1007.1 Accessible means of egress required. Delete entire section.

1007.2 Continuity and components. Delete entire section.

1007.2.1 Elevators required. Delete all exceptions.

1007.3 Exit stairways. Delete all exceptions.

1008.1.8.3 Locks and latches. Delete entire section and replace as follows:

1008.1.8.3 Locks and latches. Egress doors shall be readily open able from the egress side without the use of a key or special knowledge or effort.

Exceptions:

1. Places of detention or restraint.
2. Where approved by the code official, a readily visible durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. This sign shall be in letters 1 inch (25 mm) high on a contrasting background.
3. Where egress doors are used in pairs, approved automatic flush bolts shall be permitted to be used, provided that the door leaf having the automatic flush bolts has no

doorknob or surface mounted hardware. The unlatching of any leaf shall not require more than one operation.

4. Doors from individual dwelling units and guestrooms of Group R occupancies having an occupant load of 10 or less are permitted to be equipped with a night latch, dead bolt or security chain, provided such devices are accessible from the inside without the use of a key or tool.

1011.1 Where required. Delete exception number 2.

1011.1.2 Illumination. Add the following language to read:

Floor proximity exits signs: The installation of low-level exit signs to supplement regular exit signs shall be placed in all new occupancies to include places of assembly, hotels, department stores, or other buildings subject to transient occupancy and semi-permanent occupancy such as an apartment house, and as deemed necessary by the fire code official. Pursuant to the provisions of the Chicago Electrical Code, such exit signs may be approved luminescent, photoluminescent, self-luminous, or self-illuminated types. Exit signs shall not be intended to replace standard exit signs, but shall be designed as a supplementary aid for a building occupant seeking egress in smoke-filled environment at a location that is the last to become obscured. Existing facilities shall be required to have said signage within 2 years of the effective date of the ordinance adopting the IFC.

Such signs shall be located near the floor level in addition to those signs required for doors or corridors. The bottom of the sign shall be not less than six (6) inches, but not more than eighteen (18) inches above the floor. For exit doors, the sign shall be mounted on or adjacent to the door with the nearest edge of the sign within four (4) inches of the door frame. Photoluminescent signs may be used in place of externally illuminated signs. Floor and stairwell Signs: Floor and stairwell signs shall be required in all stairwells in every floor in all new construction and all existing hotels and nursing homes. Signs shall also be mounted on the wall adjacent to the door at five (5) foot above finished floor indicating floor level and stairwell designation.

1011.1.3 Tactile exit signs. Add the following language to read:

Floor proximity egress path marking. Floor proximity exits signs are required in all use groups/occupancies as determined by the fire code official. Listed and approved floor proximity egress path markings that are internally illuminated shall be installed within eighteen (18) inches of the floor. The system shall provide a visible delineation of the path of travel along the designated exit access and shall be essentially continuous, except as interrupted by doorways, hallways, corridors, or other such architectural features. The system shall operate continuously or anytime the fire alarm system is activated. Photoluminescent path marking may be used in place of internally illuminated path markings.

1011.2 Illumination. Delete entire section and replace as follows:

1011.2 Illumination. Exit signs should be internally, externally or photoluminescent illuminated.

1013.1 Where required. Delete exception number 6.

1027.5 Illumination emergency power. Delete exception numbers 1, 5 and 6.

1027.9 Revolving doors. Delete all exceptions.

1405.7 Barrier protection/containment. Add a new section 1405.7 to read:

1405.7 Barrier protection/containment. Physical barriers shall consist of IDOT certified concrete barriers. Barriers shall be provided to protect the area where construction type

fuel tanks are established. Containment will also be provided to contain 110% of the largest tanks capacity.

1417.3 Fire extinguishers for roofing operations. Delete entire section and replace as follows:

1417.3 Fire extinguishers for roofing operations. Fire extinguishers shall be installed in accordance with section 906. There shall be not less than one multi-purpose portable fire extinguisher with a minimum 4A60BC on the roof being covered or repaired.

1504.2 Location of spray-finishing operations. Delete all exceptions.

1904.1.1 Manual fire alarms. Delete exception.

2404.12 Portable fire extinguishers. Delete entire section and replace as follows:

2404.12 Portable fire extinguishers. Portable fire extinguishers shall be a 4A60BC extinguisher.

2404.14.1 Occupant load sign. Add a new section 2404.14.1 to read:

2404.14.1 Occupant load sign. A Sign with maximum occupant load must be prominently posted at the main entrance at all times.

2701.3.3.1 Properties of hazardous materials. Delete entire section and replace as follows:

2701.3.3.1 Properties of hazardous materials. All buildings, and/or tenant spaces containing hazardous materials shall provide a knox box document storage cabinet for placement of the MSDS sheets. The box shall be large enough to accommodate all information. It shall be mounted at 6 (six) feet above the finished floor, and shall be located in a spot that is approved by the fire code official.

3301.1.3 Fireworks. Delete exception numbers 2 and 4 and add exception number 5 to read:

5. Consumer Novelties. The retail sale of approved consumer novelties shall be permitted. Retail sales of consumer novelties shall be permitted in stores equipped with approved automatic sprinkler systems. Displays of consumer novelties in retail stores shall be separated from exit doors by a minimum distance of twenty (20) feet. The sale of consumer novelties shall not be permitted at Mercantile occupancies that sell or dispense flammable or combustible liquids or gases. Purchase of consumer novelties shall be restricted to those persons who are eighteen (18) years of age or older. Approved consumer novelties include snakes or glow worm pellets, smoke devices, trick noisemakers known as party poppers, booby traps, snappers, trick matches, cigarette loads, auto burglar alarms, toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps which contain less than twenty-five (25) hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times.

3302.1 Definitions. Add the following underlined language to the definition of Fireworks 1.4G to read:

Fireworks, 1.4G, (Formerly known as Class C, Common Fireworks) Small fireworks devices, including hand held wire sparklers, containing restricted amounts of pyrotechnic composition

3308.1 Fireworks displays. A new section 3308.1 be added to read:

3308.1 Fireworks displays. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with this chapter and 2000 edition of NFPA 1123 and/or 2001 edition of NFPA 1126.

3308.1.1 General requirements for all pyrotechnic/consumer fireworks displays. A new section 3308.1.1 be added to read:

3308.1.1 General Requirements for all pyrotechnic/Consumer fireworks displays. All pyrotechnic fireworks displays shall conform to the Illinois Fireworks Use Act, 425 ILCS 35/0.01 et seq., as amended.

3308.2.1 Outdoor displays. The following language be added to section 3308.2.1 to read:

In addition to the requirements of Section 403, a permit application for outdoor fireworks shall include a diagram of the location at which the display will be conducted including the site from which fireworks will be discharged; the location of buildings, highways, overhead obstructions and utilities; and the lines behind which the audience will be restrained. All outdoor fireworks displays shall be electronically fired from an approved electronic firing unit.

3308.3.1 Pyrotechnic operator and licensing rules. A new section 3308.3.1 be added to read:

3308.3.1 Pyrotechnic operator and licensing rules. Any person, company, entity, association, or corporation who distributes, provides display services or supervises a pyrotechnic display within the Village of Alsip must be licensed according to the Illinois Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS 227/1, et seq., as amended.

3308.8.1 Fire department supervision of displays. A new section 3308.8.1 be added to read:

3308.8.1 Fire department supervision of displays. All outside public fireworks displays are required to have a fire department standby, to be determined by the fire chief or his/her designee. Fire department expenses incurred by this standby will be billed to the host of the display. Local governmental agencies may be exempt from this fee.

3308.2.3 Permit fee. A new section 3308.8.2.3 be added to read:

3308.2.3 Permit fee. A permit fee determined by the fire code official shall be paid when the application is filed.

3308.11 Retail display and sale. Delete entire section and replace as follows:

3308.11 Retail display and sale. It shall be unlawful to sell, store, or advertise for sale, Division 1.4G, 1.3G & 1.4S fireworks within the boundaries of the Village of Alsip.

3308.12 Consumer fireworks. A new section 3308.8.12 be added to read:

3308.12 Consumer fireworks. Consumer fireworks (1.4G) as defined by the Illinois Fireworks Use Act, 445 ILCS 35/0.01 et seq., as amended, shall not be manufactured, stored, sold retail or wholesale or utilized within the boundaries of the Village of Alsip, including the following items: sparklers of all sizes and types and smoke devices.

A new Appendix H shall be added to read as follows:

Basic Fire Control Measures

H-101.1 Scope: Adoption of fire control measures and regulations. There has been adopted by the Village of Alsip fire control measures and regulations as herein set forth

for the purposes of controlling conditions which could impede or interfere with fire suppression forces.

H-102.1 Authority at Fires and Other Emergencies: The fire code official or duly designee, as may be in charge at the scene of a fire or emergency involving the protection of life and property, is empowered to direct such operations as may be necessary to extinguish or control any suspected or reported fires, gas leaks or other hazardous conditions or situations or of taking any other action necessary in the reasonable performance of his or her duties. The fire code official may prohibit any person, vehicle or object from approaching the scene and may remove or cause to be removed from the scene any person, vehicle, or object which may impede or interfere with the operations of the fire department. The fire code official may remove or cause to be removed any person, vehicle or object from the hazardous areas. All persons ordered to leave a hazardous area shall do so immediately and shall not re-enter the area until authorized to do so by the fire code official.

H-103.1 Interference with Fire Department Operations: It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of any fire department emergency vehicle in any way, or to interfere with, attempt to interfere with, obstruct or hamper any fire department operation.

H-104.1 Compliance with Orders: A person shall not willfully fail or refuse to comply with any lawful order or direction of the fire code official or to interfere with the compliance attempts of another individual.

H-105.1 Vehicles Crossing Fire Hose: A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alleyway, private drive or any other vehicular roadway without the consent of the fire code official in command of said operation.

H-106.1 Definition of Emergency Vehicle: Authorized emergency vehicles shall be restricted to those which are defined and authorized under the laws of the State of Illinois and the Municipal Code of the Village of Alsip.

H-107.1 Operation Of Vehicles on Approach of Authorized Emergency Vehicles: Upon the approach of any authorized emergency vehicle, giving audible and visual signal, the operator of every other vehicle shall immediately drive the same to a position as near as possible and parallel to the right-hand edge or curb of the street or roadway, clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle or vehicles shall have passed, unless otherwise directed by the fire code official or a police officer.

H-108.1 Vehicles Following Fire Apparatus: It shall be unlawful for the operator of any vehicle other than one on official business, to follow closer than 300 feet from any fire apparatus traveling in response to a fire alarm or to drive any vehicle within the block or immediate area where fire apparatus has stopped in answer to a fire alarm

H-109.1 Unlawful Boarding or Tampering With Fire Department Emergency

Equipment: A person shall not, without proper authorization from the fire code official in charge of fire department emergency equipment, cling to, attach himself to, climb upon or into, board or swing upon any fire department emergency vehicle, whether the same is in motion or at rest, or sound the siren, horn, bell or other sound-producing device

thereon, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes pumps or other equipment.

H-110.1 Damage, Injury-Fire Department Equipment, and Personnel: It shall be unlawful for any person to damage or deface, or attempt or conspire to damage or deface, any fire department emergency vehicle at any time or to injure, or attempt or conspire to injure, fire department personnel while performing departmental duties.

H-112.1 Blocking Fire Hydrants and Fire Department Connections: It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections located on public or private streets and access lanes or on private property. All vehicles blocking fire hydrants and fire department connections shall be moved immediately.

(Ord. No. 2007-10-3, § 1, 10-1-2007)

Apartment Security

Is it Really Necessary?

by [Chris E McGoe, CPP, CSP, CAM](#)

Rental housing owners have asked me many times, “Why should I invest money for security on my property? It’s very expensive and besides, I’m a taxpayer, the police are supposed to provide this protection for me.”

The truth is that providing adequate security makes good business sense. A relatively crime-free property is good for business. In some markets there is fierce competition among property owners to keep occupancy rates high while still attracting that good resident. Good residents tend to abide by the law, pay the rent on time, sign long leases, make few demands on management, and maintain their apartments in better condition. All of these attributes generate greater net-operating-income for the property owner.

Good residents have options about where to live and are making judgments about personal safety before signing a lease. More than ever, landlords must make a greater effort to provide a reasonably safe living environment to attract and retain residents. Research shows that new residents are looking for housing that is conveniently located, clean, affordable, and *safe*. A property that satisfies these criteria will sign up more rental prospects, receive more renewals and referrals from current residents, have less turnover, fewer maintenance problems, and less management headaches.

Experienced property managers agree that a property with a truly integrated security plan will retain a higher percentage of good residents. Your best residents will move out of a property where crime and disturbances are tolerated by management. On high-crime properties, I always find a higher percentage of marginal residents living with constant fear of crime and contribute to the downward cycle of property deterioration. No one wants to live in such a hostile environment!

It might be the Law

One compelling reason why you should provide adequate security on rental housing property is that it might be the law. Many cities and states have enacted statutes, codes or ordinances that set forth minimum standards for rental housing safety. In many jurisdictions, landlords are required to fortify apartment access points by installing solid-core doors, deadbolt locks, or secondary security devices on windows. A few cities even set minimum criteria for exterior lighting and security patrols on troubled properties. A single violation of a municipal mandate could cause a fine to be levied or loss of occupancy permits, if not brought into compliance. Severe violations can bring criminal sanctions.

Another motivating factor for landlords is the fear of being sued in civil court for injuries caused by failing to provide adequate security. Since the mid-1980s there have been many high-profile premises liability lawsuits that focused on the issue of inadequate security for failing to provide adequate door and window locks, key control, lighting, security patrols, maintenance, and background screening for both employees and new residents. These high-profile cases allowed a microscopic examination of the security practices, or lack thereof, within the multi-family housing industry. Nationally syndicated radio and television talk shows and print media have published unflattering stories exposing dangerous apartment communities overrun by gangs and drug activity. This coverage gave all landlords a symbolic black-eye.

Today, news of multi-million dollar jury verdicts are no longer exceptional where property owners and managers are found negligent for failing to provide adequate security. These adverse jury verdicts have caused insurance rates to soar and resale value of some investment property to plummet. A surprising number of landlords were forced into bankruptcy and lost their investment.

The Wrong Approach

It is surprising to learn how many property owners and managers operate a large rental housing property without any real crime prevention training. After all, making a property reasonably safe is the responsibility of the landlord. Most managers attempt to learn on-the-job by making mistakes, wasting money, and risking injury to residents and other employees.

One consequence of feeble attempts to fight crime is that fear and distrust will increase among the residents. Without a doubt, unhappy residents will eventually move and will certainly not be the source of any new referrals. Fearful residents also become angry and blame the landlord for their substandard living conditions. As you might expect, angry residents make up a large class of plaintiffs that sue their property owner or property manager when they become victims of crime.

A common mistake that inexperienced property owners make is not implementing a comprehensive security plan. Instead they rely on a series of quick-fixes and temporary solutions like hiring a uniformed security patrol service every time there is a spike in crime just to make residents feel better. Security patrols work to some degree in the short-term, but without any other changes to the environment the crime problem will surely return within sixty-days when the security service is terminated. In the end, the quick-fix method is not cost-effective because it has to be repeated so often to the dismay of frustrated residents.

The Right Approach

Many landlords have not made a commitment to implement a comprehensive security plan for their property. The most common excuses I hear are that security services are unreliable and too expensive to implement fulltime. When I hear remarks like this I realize that the property manager has the wrong idea about how to incorporate security planning into the daily routine of property management.

Providing adequate security for rental housing is a learned process that attacks the very core of criminal activity and will not allow it to take root and grow on a property. A good security plan is designed to permanently integrate into the daily routine of property management. Once integrated, it is difficult for the untrained eye to identify the component parts of this security plan. By design, bad residents and criminal types will feel pressure from this plan. They will feel uncomfortable living or plying their anti-social trade in this highly attentive environment. So, how to I develop a security plan?

Ten-Step Apartment Security Plan

I have simplified the process and call it my *Ten-Step Apartment Security Plan*. Each component step is important and an integral part of the success of the overall plan. Successful completion of the first step lays the foundation and knowledge-base necessary for addressing the second. If you fail to implement a step, full benefit will not be realized. Because it is designed for long-term success there are no short-cuts or quick-fixes to this security plan.

Once fully implemented, the Ten-Step Apartment Security Plan is seamless to the overall operation. Crisis management due to frequent crime problems will become rare events. High resident turnover due to fear of crime will return to normal. Maintenance costs due to vandalism and unit abuse will be substantially reduced. Exposure to premises liability will be minimized. Occupancy levels will increase and stabilize at a desirable level. Best of all, income and expense budgeting will become more predictable as net operating income increases.

My **Ten-Step Apartment Security Plan** is outlined below:

- Step - 1: Make a Commitment
- Step - 3: Security Management Training
- Step - 5: Physical Security Solutions
- Step - 7: Policy and Procedure Solutions
- Step - 9: Community Involvement
- Step - 2: Partnership with Law Enforcement
- Step - 4: Crime Risk Assessment
- Step - 6: People Solutions
- Step - 8: Develop a Security Plan of Action
- Step-10: Maintain the Standards

Apartment Security

Use of Security Guards

by [Chris E McGoey, CPP, CSP, CAM](#)

Courtesy Officer vs. Security Guard

Is there a difference between a uniformed security guard and a courtesy officer on an apartment property? The name obviously...but their function is often identical. It seems that some apartment managers believe that calling a uniformed security guard a "courtesy officer" somehow reduces their exposure to civil liability. This belief can't be farther from the truth. The old saying applies here, *If it looks like a duck, quacks like a duck, and walks like a duck...it's probably a duck*. Call them what you will, but know that it's the security guard uniform and conduct that will define their true job function.

In practical terms, the primary difference between the two is that the contract security guard is employed by the contractor and not by you. The in-house courtesy officer is an employee of the property management company and usually lives on the premises. The courtesy officer may not be in traditional uniform and may only wear a logo shirt. There are advantages and disadvantages of both types. The biggest advantage of a courtesy officer over the contract worker is the ability to have them live on-site and get to know the property and residents better. Most carry a pager and can respond quickly. Many courtesy officers offer superior service and become very loyal to the property they protect.

Many courtesy officers are off-duty police officers, and with them come superior training and experience. However, don't assume that off-duty police officers know how to provide adequate security to an apartment property. Apartment security isn't taught at the police academy. Also, remember that off-duty police officers may be tired and may not want to wear another uniform or do a lot of foot patrol. However, many courtesy officers are mere civilians and can have the disadvantage of a lack of professional security or police training. Obviously, the training problem can be overcome with a little effort.

Background Checks

Another issue is one of background screening. Most uniformed contract security officers should have been screened at some level. Off-duty police officers, presumably, should have already been screened before being hired by their municipality. At minimum, job references and a basic criminal background should be checked on contract officers and non-police courtesy officers. You must inquire about this and require it of the guard company, in writing, as part of your contract to afford yourself greater liability protection.

If courtesy officers live on site, they should be qualified like any other resident including having verifiable job references and no felony criminal convictions. Yes, ex-felons need jobs too, but not working a security job at a residential property...too much liability. Most *good* applicants will have solid identifiable references, most *bad* applicants will not. **Don't hire bad security applicants**. The bottom line is: if you going to issue unit keys or master keys to a security guard or courtesy officer you better feel comfortable with them.

How to accurately check job references and criminal backgrounds is a constant source of complaint from property managers. It's not difficult, but access varies depending on where you live. The solution is to try, and to make a good faith effort. There are dozens of background screening services available and private investigators that perform this service at a reasonable rate. Look in the telephone directory or check with your local apartment association for referrals.

Contract Security Guard Service

The question that I'm most often asked is, "How do I find a quality contract security guard service for a reasonable price that will perform the patrols responsibly?" To answer this question you must first accept certain facts as being true.

Accept the fact that the words "quality and reasonable price" are often contradictory terms. Accept the fact that paying the highest or lowest price for a contract security patrol officer doesn't always equate to the quality of service, although there are exceptions. Accept the fact that all contract security agencies are drawn from the same labor pool for potential employees. If your market area has high employment the security guard labor pool may be substandard. In fact, many *poor quality* security officers will drift between contract agencies until they exhaust the supply of employers. Security guards are often transient and this is the first job they find after hitting town. Because of this fact, it can become a kind of a crapshoot sometimes as the contract agency sends a different security officer to patrol your property each night.

So what's the Solution?

As a rule of thumb, you can increase your options and success if you select a larger, established contract agency over a smaller one. A larger agency can usually replace no-shows or unacceptable officers, even at the last minute, because they have a larger pool of employees. Also, larger agencies tend to retain officers longer because they can offer better training and supervision, more benefits, and can provide a defined career path. This doesn't guarantee success however, you still need to accept or reject poor quality security guards when it becomes apparent that they are not meeting the challenge.

You can drastically improve your success potential by setting up strict patrol compliance standards as part of the written contract. These are usually called "post-orders." Post orders should be detailed and always in writing. They are given to each officer as the basis for how they are to service your property. Any breach of the post-orders could be grounds for not paying for the defective service, for replacing the officers, or for replacing the contract security agency. Long-term courtesy officers usually don't require post-orders but more of a detailed job description.

Specific post-orders might include, for example, a set time requirement for patrol such as one-hour of foot patrol, three times per night, and between 8:00 PM and 4:00 AM. You should require that the security officers patrol all areas of the property and to document their patrol pattern in detail. This can be done either with written activity logs or with the use of a watchman's clock or similar device. Don't accept activity logs that merely state, "10:00 PM or 11:00 PM – all quiet." A proper activity log might state, "10:06 PM – Completed patrol of the south parking lot, one light burned out over parking space #256 or "10:14 PM – Checked the mail room, pool gate, laundry room, and bathroom door locks. All were secure."

Drive-through security patrols can be a waste of money if the security officer never stops or gets out of the car. Drive-through accounts rely on high visibility and therefore must spend time on a property to be really effective. Some contract security agencies will overbook drive-through accounts and thereby create a schedule that is impossible for the patrol officer to maintain. Because of this, some properties might get skipped altogether or receive only a high-speed pass through their property.

Here are some basic rules to follow to maximize contract security guard productivity:

- Always read the fine print on the contract. You may be signing an indemnity clause in favor of the contract guard agency.
- Always ask for a copy of their guard company license, and evidence of insurance coverage.
- Request to be named as an "additionally insured" on their policy and indemnity from their negligent acts.
- Always attach the detailed post-orders and patrol instructions as a contract addendum.
- Always require that detailed written activity logs be submitted following the last patrol. Read them, act upon them, and file them for at least two years. Do not accept or pay for incomplete service.
- Always require, in writing, that the security guard agency properly equip their officers with a full uniform, a hand-held radio or cell phone, a notebook and pen, a flashlight, and a vehicle if necessary.
- Always require, in writing, that the contract agency will provide necessary background screening, and all training that is suitable for the site to be patrolled.
- Always supply the security guards with an emergency call list and telephone access.
- Always notify the residents how to the contact security guards when needed.
- Communicate often with the security guard supervisors to get higher quality and service.
- Do not settle or pay for poor performance or inappropriate behavior.

Apartment Security

Unauthorized Occupants

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 non-dependent 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 sixty-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 ID 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

Apartment Security

Technology Promotes Safety

by [Chris E McGoey, CPP, CSP, CAM](#)

Multifamily rental housing studies have told us for years that security is an important consideration for apartment and condominium dwellers, especially in urban areas. It is hardly surprising to now see "security" being sold as an amenity in many progressive apartment communities.

The secret to selling security, like any amenity, is to promote it and then maintain it. Promoting security and safety is in everyone's best interest and helps keep the level of awareness high. New technology requires interaction with the residents, which tends to reinforce the original security purpose. Contrary to popular belief, promoting security does not create any additional liability risks, as long as the information provided is accurate and the security feature is maintained.

Security Technology

Advances in security technology have allowed us to provide an enhanced the level of protection while at the same time reducing the cost of operation. Security technology doesn't always mean high-tech or new-tech. Sometimes old-tech works just fine. A classic example is having a high-tech, state-of-the-art alarm system versus having a big dog in the yard. Both are likely to deter the same burglar if fear of being detected (or bitten) is a concern.

Access Control

The most visible form of security technology is in the hardware area called access control. This includes fences, gates, windows, doors, locks, and common area lighting. Aside from the presence of a uniformed courtesy officer, access control barriers are what residents think of when they look for security features on a property.

Security Gates

Automatic gates and formidable wrought-iron fencing are the most common high-profile access control system added during new construction of garden apartments. Gated communities are desirable to most prospective residents and most properties charge a premium rent for it. The main benefit of an automatic gate system on a low-crime property is the perception of security and exclusivity. Let's face it, everyone wants to feel good about where they live and a gated community is like a private club where access privileges are required. Any real benefits of crime prevention are a plus.

Still, other apartment communities add gate systems as a barrier to keep criminals off the property and away from rent paying residents. In this setting, the intention is to reduce crime and retain residents by erecting a significant barrier to unauthorized vehicle and foot traffic. Because it is a capital expense, gates are often considered as a cheaper alternative to hiring and managing courtesy officers.

The best gate type depends on the property type. Swinging gates installed on a high-traffic college property or a high crime property will be a maintenance nightmare. Swinging gates look better than the horizontal sliders but are more expensive to maintain. Two mechanical gate operators are required to open each wing of the swinging gate, which doubles the expense and requires twice the maintenance. Swinging gates also get damaged more severely than sliding gates as anxious drivers hit them as they enter the property with their automobiles.

Card Access Systems

Electronic card access technology is still the best system for opening locked common area doors and gates. For newly constructed large properties, card access technology is a better choice than using a radio transmitter for the gates and metal keys for the doors because it offers greater management benefits. Plastic access cards are inexpensive compared to the costs of maintaining metal keys.

Card-key software can be programmed to limit residents to certain buildings and record the time, date, and location of each entryway used. For example, access cards can be programmed to authorize and monitor which residents access the gym, spa, pool, or weight room, which can be a great liability benefit. Card programming can be used in conjunction with video surveillance systems to determine who last entered a room, a building, or drove through the main gate.

Access cards can also be integrated as photo-ID cards for employees on a large property. Programmable cards are great for monitoring employee time and attendance, security patrols of the property, and can limit access to sensitive areas like the manager's office, the maintenance shack, or the key control room.

Key Control

With a card access system, key control of common area doors is easier and cheaper to manage. If an access card is lost or a resident moves out, the card can be deleted from the system with a few keystrokes. Gone are the days of pulling common area door locks and changing lock cores or re-keying metal keys.

Metal Keys

For large properties, technology has provided a solution for controlling metal apartment unit keys. Several vendors now make a computer-based key control system that safely stores and codes each key and can be password protected at multiple levels. When the backup unit key is retrieved for example, the time, date, unit number, and person taking and returning the key is recorded. The computer will know at all times what keys are in inventory and can print a key inventory history upon request.

Doors, Windows, Locks

Entry doors and sliding windows are not as solid as they used to be, but technology has provided solutions to make them secure once again. The weakest part of a door lock assembly has always been at the doorjamb and lock strike-plate area. New heavy-duty strike-plates using 3-inch screws and doorjamb reinforcement plates are on the market and have received high ratings in preventing forced entry. Even though low quality door locks still flood the market, new high-security Grade-1 and Grade-2 door locks are readily available at most supply sources.

Sliding windows and doors, once vulnerable to forced-entry have been improved with special anti-lift and anti-slide features built into the framing. Architects are starting to include these specifications into their drawings and builders are starting to recognize the importance and salability of these improved security features.

Common Area Lighting

Lighting is obviously the most visible form of security after dark. Good lighting is what makes us *feel* safe. Lighting should allow you to read building numbers, safely navigate the walkways from your car to your door, and identify a potential threat at 100 feet. Lighting technology has improved and so has the cost efficiency of providing adequate illumination. For a bright white light, I recommend the use of metal-halide fixtures especially for large parking lot areas and thoroughfares.

In moderate climates, I recommend fluorescent lamps for covered parking and common area walkways and stairwells because they are very energy efficient. For example, it's possible to replace every incandescent lamp fixture with fluorescent fixtures on a property and enjoy a return on your investment with one-year's energy savings.

Security Trends

As the century turns, expect to see increased demand for security amenities, especially on upscale properties. More and more workers will begin telecommuting from home. The advent of the Internet and e-mail has opened up vast opportunities for work-at-home occupations such as software development, web site graphic design, stock day-trading, advertising, and technical writing. Alarms systems, electronic access control, adequate lighting, and a visible security presence will be desirable amenities that apartment dwellers will seek out.

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 proof of identity, proof of employment, credit check, rental history, and criminal background, if available. A good screening plan should call for all non-dependent 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 don't enforce occupancy rules and have lowered their screening standards on credit, rental and employment history, and don't do available criminal background checks. A policy of collecting higher security deposits or getting co-signers for an otherwise unqualified applicant is asking for trouble down the road and is unfair to the other good 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 friends. The character of your property can change dramatically, 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 drinking in the parking lot and creating 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 or local rules. 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-percent 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 ID 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

Crime Free Multi-Housing

Apartment Crime Prevention Program

by [Chris E McGoey, CPP, CSP, CAM](#)

The **Crime Free Multi-Housing Program** is a state-of-the-art crime prevention program designed to reduce crime, drugs, and gang activity on apartment properties. This program was first successfully developed at the Mesa, Arizona Police Department in 1992. The International Crime Free Programs have since spread to nearly 2,000 cities in 44 US states, 5 Canadian Provinces, Mexico, England, Finland, Japan, Russia, Malaysia, Nigeria, Afghanistan, and Puerto Rico. Australia has also expressed interest in adopting the Crime Free Programs in the future. The association holds an annual [training conference](#).

Three Certification Phases

The program consists of three phases that must be completed under the supervision of the local law enforcement agency. Property managers become individually certified after completing phase-one training. The property itself becomes certified upon successful completion of all three phases. The anticipated benefits are reduced police calls for service, a more stable resident base, and reduced exposure to civil liability.

The program begins with the training of police agency coordinators who will administer the program in their jurisdiction. Each Crime Free Multi-Housing Coordinator receives 24-hours of intensive training and becomes certified as an instructor of the program. The Crime Free Program Coordinators return to their cities and begin to provide training and certify apartment managers and properties in their community. Fully certified properties have reported reductions in police calls for service up to 70% over previous years. The heart and soul of the program is in the correct implementation and use of the [Crime Free Lease Addendum](#).

Here is a brief outline of the program contents:

Phase I - Management Training (8-Hours) Taught by the Police

- Crime Prevention Theory
- CPTED Theory
- New Resident Screening
- Lease Agreement Issues
- [Crime Free Lease Addendum](#)
- Key Control and Master Key Use
- On-Going Security Management
- Monitoring Criminal Activity
- Gangs, Drugs, and Crime Prevention
- Legal Warnings & Evictions
- Working With the Police
- Community Awareness

Phase II - CPTED - Survey by the Police

- Crime Prevention Through Environmental Design Survey (CPTED)
- Minimum door, window, and lock standards compliance
- Minimum exterior lighting standards evaluation
- Key Control procedures evaluation
- Landscape maintenance standards compliance

Phase III - Community Awareness Training

- Annual crime prevention social taught by property management and police
- Community awareness and continuous participation is encouraged

Full certification permits the right to post the Crime Free program sign and advertise membership in the Crime Free Multi-Housing Program in the print media using the official logo.

Crime Free Multi-Housing

Lease Addendum

by [Chris E McGoe, CPP, CSP, CAM](#)

The **Crime Free Lease Addendum** is used as part of the Crime Free Multi-Housing Program in an effort to reduce crime on rental housing properties. It is the heart and soul of this successful, police sponsored, crime prevention program. This lease addendum can be downloaded and modified to meet the legal requirements of your state.

All residents of Crime Free Multi-Housing properties are required to sign the Crime Free Lease Addendum. Please take time to read and adhere to these requirements.

The Arizona Version of the Lease Addendum reads as follows:

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
5. Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S.13-1202, assault as prohibited in A.R.S. 13-1203, 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, as defined in A.R.S. 33-1368.

VIOLATION OF THE 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 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 under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

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

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ Date: _____
Resident Signature

_____ Date: _____
Property Manager/Owner's Signature

Property Name/Location

Apartment Security

A Reminder for Property Managers

by [Chris E McGoeey, CPP, CSP, CAM](#)

Apartment Security Survey

I just finished inspecting a one-bedroom apartment unit for a friend on a twenty-year old upscale property in Phoenix. This property is operated by one of the largest property managers in the country. I was surprised by what I found.

Because of the premium rent, I expected to find the property in compliance with all the minimum recommended security features. I expected the property to have been certified by the Crime Free Multi-Housing Program. **I was wrong.**

On my recommendation, my friend selected a highly visible second floor unit, in view of the office, because it would be inherently safer for a single woman living alone. I inspected the door locks and found only one in place. It was a tired-looking deadbolt lock that had obviously been switched from another unit. I thought a new resident surely deserves a newly keyed lock, especially if it's the only one on the door? To make matters worse, the old lock had paint splashed on it making it easily distinguishable to the former users. No one could say for certain how many times this lock had been rotated between units and how many keys were out there.

Upon examining the lock strike-plate, I found two half-inch wood screws holding the strike plate onto a frail-looking piece of dried-out doorjamb. It would only take one firm kick to gain access into the unit and to my friend. I examined the accessible sliding glass windows and doors and found them with the usual aluminum latching hardware. All these glass sliders were missing secondary track-blocking devices and anti-lift measures. I feel these devices are necessary on all accessible sliding windows because of the potential for the latches to fail and not withstand minimal prying or lifting force.

I was concerned how these security measures were somehow overlooked when inspected at turnover by maintenance workers and by the leasing consultants who showed it. I learned that instead of a detailed unit walk-through with the leasing consultant, my friend was simply handed a form to fill out and return only if she noticed anything that was damaged in the apartment. How many new residents would know to check the door locks, strike-plates, and window security? Does this practice sound familiar to you?

Imagine how **you** would feel, if someone who you cared about was brutally attacked inside their apartment unit. Imagine how **you** would feel if you learned that the assailant gained entry by either using an old key or by easily kicking the door open. Wouldn't you be upset? Wouldn't you want the apartment property manager punished for not acting responsibly? This is precisely why lawsuits are filed.

Starting today, take a look at all your apartment units to see if they comply with these basic security rules:

- Always re-key or replace deadbolt locks at resident turnover
- Always use 3" screws for strike plates on wooden doorjambs
- Always use secondary blocking devices for sliding doors and windows
- Always use anti-lift devices on sliding doors and windows
- Always replace window screens if missing or damaged
- Always use wide-angle 160-degree peepholes on entry doors
- Always participate in and document a new resident walk-through
- Always respond quickly to resident lock-repair requests

Apartment Security

Advice for Families in Rental Housing

by [Chris E McGoe, CPP, CSP, CAM](#)

Your home is your castle

...or is it? **Are you really safe once you get apartment and lock your door? In an open society your apartment should be the sanctuary for you and your family. Your apartment is the only environment where you have control over who can get close to you or your family. Protecting your apartment and family from criminal intrusion should be high on your list of priorities. See my web page on [Family Security Tips](#) for more information on protecting your family from harm. See [Apartment Security Advice](#) for more original articles on Apartment Security. See also [Home Invasion Survival Tips](#).**

Burglary

By far, the most common threat to an apartment unit is burglary. Burglary, by definition, is a non-confrontational crime, but being victimized can leave a family feeling vulnerable and violated. To prevent a burglary, it is important to first gain an understanding of who commits them and why. The majority of apartment burglaries occur during the daytime when most people are away at work or at school. Burglaries also occur at night when there are obvious signs that no one is home. Most apartment burglars are young males looking for things that are small, expensive, and can easily be converted to cash. Items like cash, jewelry, guns, watches, laptop computers, and other small electronic devices are high on the list. Quick cash is needed for living expenses and drugs.

Statistics tell us that more than 30% of all apartment burglars gained access through an open door or window. Ordinary household tools like screwdrivers, channel-lock pliers, small pry bars, and small hammers are most often used by burglars. Although apartment burglaries may seem random in occurrence, they actually involve a selection process.

The burglar's selection process is simple. Choose an unoccupied apartment with the easiest access, the greatest amount of cover, and with the best escape routes. What follows is a list of suggestions to minimize your risk by making your home unattractive to potential burglars.

Doors and Locks

The first step is to "harden the target" or make your apartment more difficult to enter. Remember the burglar will simply bypass your apartment if it requires too much effort or requires more skill and tools than they possess. Most burglars enter via the front, back, or garage doors. Experienced burglars know that the garage door is usually the weakest followed by the back door. The garage and back doors also provide the most cover. Burglars also know to look inside your car for keys and other valuables so keep it locked, even inside your garage. Apartment managers should use solid core doors and high quality locks on exterior doors that will resist twisting, prying, and lock-picking attempts. A quality Grade-1 or Grade-2 deadbolt lock will have a beveled casing to inhibit the use of channel-lock pliers used for forced entry. A quality door knob-in-lock set will have a 'dead latch' mechanism to prevent slipping the lock with a shim or credit card.

- Use a solid core wood or metal door for all entrance points
- Doors should fit tightly into the door jamb
- Use a quality, heavy-duty, deadbolt lock with a one-inch bolt

- Use a quality, heavy-duty, door knob-in-lock set with a dead-latch mechanism
- Use a heavy-duty four-screw strike plate installed with 3-inch screws to penetrate into a wooden door frame
- Use a wide-angle 160° peephole mounted no higher than 58 inches

Forced Entry

The most common way used to force entry through a door with a wooden frame is simply to kick it open. The weakest point is almost always the strike plate that holds the latch or lock bolt in place followed by glass panels in doors. The average door strike plate is secured with only 1/2-inch screws set into the soft doorjamb molding. These lightweight moldings are often tacked on to the door frame and can be torn away with a firm kick. Because of this construction flaw, it makes sense to upgrade to a heavy-duty four-screw strike plate. They are available in most quality hardware stores and home improvement centers and are definitely worth the extra expense. Install this strike plate using 3-inch screws to cut deep into the door frame stud. This one step alone will deter or prevent most through-the-door forced entries. You and your family will sleep safer in the future.

Sliding Glass Doors

Sliding glass doors are usually installed at the rear of an apartment making them good candidates for entry by a burglar. In warm climates, an experienced burglar knows that sliding glass doors are often left standing open for ventilation or for pet access. Since they slide horizontally, it is important to have a secondary blocking device in place to prevent sliding the door fully open from the outside. This can be easily accomplished by inserting a wooden dowel or stick into the track thus preventing or limiting movement. Other blocking devices available are metal fold-down blocking devices called "charley bars" and various track-blockers that can be screwed down.

Sliding glass doors are notorious for failing to prevent a forced entry attempt especially in apartment buildings. This is because of the wear and tear and lack of maintenance they receive and due to the inadequate nature of many of the latching mechanisms. Sliding glass doors don't have locks on them, only latches. The latches are made of aluminum and can become worn or out of adjustment. The most common methods used to force entry, aside from breaking the glass, is by prying the door near the latch or lifting the door off the track. The blocking devices described above solve half the equation. To prevent lifting, you need to keep the sliding door rollers in good condition and properly adjusted.

You can also install anti-lift devices such as a pin that extends through both the sliding and fixed portion of the door. There are also numerous locking and blocking devices available in any good quality hardware store that will prevent a sliding door from being lifted or forced horizontally. Place highly visible decals on the glass door near the latch mechanism that indicates that an alarm system, a dog, or block watch/operation identification is in place, if applicable. Apartment managers should be careful not to misrepresent that these devices are in place if they are not. Burglars dislike alarm systems and definitely big barking dogs.

- Use a secondary blocking device on all sliding glass doors
- Keep the latch mechanism in good condition and properly adjusted
- Keep sliding door rollers in good condition and properly adjusted
- Use anti-lift devices such as through-the-door pins
- Use highly visible alarm decals, beware of dog decals, or block watch decal, if applicable

Sliding Windows

Windows are left unlocked and open at a much higher rate than doors. An open window, visible from the street or alley, may be the sole reason for an apartment to be selected by a burglar. Ground floor windows are more susceptible to break-ins for obvious reasons. Upper floor windows become attractive if they can be accessed easily from a stairway, tree, fence, or by climbing on balconies. Windows have latches, not locks, and therefore should have secondary blocking devices to prevent sliding them open from the outside. Inexpensive wooden dowels and sticks work well for horizontal sliding windows and through-the-frame pins work well for vertical sliding windows.

For ventilation, block the window open no more than six inches and make sure you can't reach in from the outside and remove the blocking device. In sleeping rooms, these window blocking devices should be capable of being removed easily from the inside to comply with fire codes. Like sliding glass doors, anti-lift devices are necessary for ground level and accessible aluminum windows that slide horizontally. The least expensive and easiest method is to install screws half-way into the upper track of the movable glass panel to prevent it from being lifted out in the closed position. Place highly visible decals on the glass door near the latch mechanism that indicates that an alarm system, a dog, or block watch/operation identification system is in place, if applicable. Apartment managers should be careful not to misrepresent that these devices are in place if they are not.

- Secure all accessible windows with secondary blocking devices
- Block accessible windows open no more than 6 inches for ventilation
- Use anti-lift devices to prevent window from being lifted out
- Use crime prevention or alarm decals on accessible windows, if applicable

Be a Good Neighbor

Good neighbors should look out for each other. Get to know your neighbors on each side of your apartment and the three directly across from you. Invite them into your apartment, communicate often, and establish trust. Good neighbors will watch out for your apartment and vehicle when you are away, if you ask them. They can report suspicious activity to management, to the police, or to you while you are away. Between them, good neighbors can see to it that normal services continue in your absence by allowing authorized vendors to enter your apartment.

Good neighbors can pick up your mail, newspapers, handbills, and can inspect the inside of your apartment periodically to see that all is well. Allowing a neighbor or management to have a key solves the problem of hiding a key outside the door. Experienced burglars know to look for hidden keys in planter boxes, under doormats, and above the ledge. Requiring a service vendor to contact your neighbor to gain access will send the message that someone is watching. This neighborhood watch technique sets up what is called 'territoriality.' This means that your neighbors will take ownership and responsibility for what occurs in your mini-neighborhood. This concept works great in apartment communities. This practice helps deter burglaries and other crimes in a big way. Of course for this to work, you must reciprocate and offer the same services.

The biggest difficulty getting to this level of oversight is taking the first step. You can take it by calling your local crime prevention unit at the police department. Most police departments in large cities have neighborhood watch coordinators to help you set this up. You should invite your adjacent neighbors over to your home for coffee and begin the information exchange. You'll be amazed how the process runs on automatic from there.

- Get to know your adjacent apartment neighbors
- Invite them into your home and establish trust
- Agree to watch out for each other
- Do small tasks for each other to improve territoriality
- Return the favor and communicate often

Lighting

Interior lighting is necessary to show signs of occupancy inside a residence at night. Seeing a dark apartment night-after-night sends a message to burglars that you are away. Light-timers are inexpensive and can be found almost everywhere. They should be used on a daily basis, not just when you're away. In this way you set up a routine that your neighbors can observe and will allow them to become suspicious when your normally lighted apartment becomes dark.

Typically, you want to use light-timers near the front and back windows with the curtains drawn. The pattern of them clicking on and off simulates actual occupancy. It is also comforting not to have to enter a dark residence. Timers can also be used to turn on the television or radio to simulate occupancy during the daytime. After dark, a bright television

can be seen flickering through the curtains and gives the feeling that someone is home. Similarly, the radio or television can be heard through the door if turned on loud enough.

Exterior lighting is also very important. It becomes critical if you must park in a common area parking lot or underground garage and need to walk to your front door. The purpose of good lighting is to allow you to see if a threat or suspicious person is lurking in your path. If you can see a potential threat in advance then you at least have the choice and chance to avoid it. Exterior lighting needs to be bright enough for you to see 100 feet and it helps if you can identify colors. Good lighting is definitely a deterrent to criminals because they don't want to be seen or identified. Apartment management needs to have a system in place to periodically inspect and replace lighting outages.

Another important area to be well-lighted is the perimeter of your apartment building especially at the entryway. Common area lighting on apartment properties should also be on a timer or photo-cell to turn on at dusk and turn off at dawn. Exterior lighting at the rear of an apartment usually does not turn on automatically. They require you to turn on the light inside switch. The resident can choose to turn these lights on or off. A better idea is to install security lights that activate by infra-red motion sensor. They are relatively inexpensive (\$25) and can easily replace an exterior porch light or side door light on townhouse style apartments with rear doors. The heat-motion sensor can be adjusted to detect body heat and can be programmed to reset after one minute. These infra-red security lights are suggested for apartments with patios and back doors.

- Use interior light timers to establish a pattern of occupancy
- Use timers to activate the radio or television while away
- Exterior lighting should allow 100 foot visibility
- Use good lighting along the pathway and at your door
- Use light timers or photo-cells to turn on/off lights automatically
- Use infra-red motion sensor lights for the back door of townhouse apartments

Alarm Systems

Alarm systems definitely have a place in an apartment security plan and are effective, if used properly. The reason why alarm systems deter burglaries is because they increase the potential and fear of being captured and arrested by the police. The deterrent value comes from the alarm company lawn sign and from the alarm decals on the windows. Apartment burglars will usually bypass a unit with visible alarm decals and will look for another property without such a decal. Some people, with alarm systems, feel that these signs and decals are unsightly and will not display them. The risk here is that an uninformed burglar might break a window or door and grab a few quick items before the police can respond. Also, don't write your alarm pass code on or near the alarm keypad.

Alarm systems need to be properly installed and maintained. Alarm systems can monitor for fire as well as burglary for the same price. All systems should have an audible horn or bell to be effective in case someone does break in. However, these audible alarms should be programmed to reset automatically after one minute. The criminal will get the message and will be long gone without your neighbors having to listen to your alarm siren for hours, until it is switched off. If you use a central station to monitor your alarm, make sure your response call list is up to date. Burglar alarms, like car alarms, are generally ignored except for a brief glance. However, if you have established and nurtured your neighborhood watch buddy system, you will experience a genuine concern by your neighbor. It is not unusual to have a neighbor wait for the police, allow them inside for an inspection, and secure the residence. A good neighbor can also call friends or relatives for you, if pre-authorized by you.

- Alarm systems are effective deterrents with visible signage
- Alarm systems to be properly installed, programmed, and maintained
- Alarm systems need to have an audible horn or bell to be effective
- Alarm systems should automatically reset in one minute or less
- Make sure your alarm response call-list is up to date
- Instruct your neighbor how to respond to an alarm bell

Operation Identification

This is a program supported by most police agencies. They recommend that you engrave your drivers' license number (not social security number) on televisions, stereos, computers, and small electronic appliances. They suggest this so they can identify and locate you if your stolen items are recovered. I suggest that you go way beyond this step.

I recommend that you photograph or videotape your home furnishings, electronic devices, and small appliances and make a list of the make, model, and serial numbers. You should keep this list in a safety deposit box or with a relative or neighbor for safe keeping. Beyond that I recommend that you photocopy important documents and the contents of your wallet annually. You will be thankful that you took these steps in case your home is ever destroyed by fire or flood, is ransacked, or if your wallet is lost or stolen.

- Identify your valuables by engraving your drivers' license number (not your SSN)
- Photograph, video, or record the description and serial numbers of all valuables
- Photocopy the contents of your wallet annually and other important documents
- Store the copies off-site in a safe deposit box or with a relative or neighbor

Home Invasion

Family Survival Tips

by [Chris E McGoey, CPP, CSP, CAM](#)

Imagine this scenario. After a long week at work, you are finally able to relax at home with your spouse and two teenage daughters. You're in your living room watching TV with your spouse. Your daughters are in their own rooms doing...whatever. Because both of you have worked hard for many years, you are now able to live more comfortably in what you thought to be a safe community.

At 9:00PM you hear a knock on the door and your spouse gets up to answer the door. After the door is unlocked you hear a sudden outburst as two strange young men burst through the door and into your living room. As the door crashes open, you see your spouse is being punched and beaten to the floor. Before you have time react you are overcome by physical force and threats of harm to you and your family. The two men are brandishing guns and are shouting obscene threats and commands simultaneously as they push you onto the couch. One of the men quickly searches the house for other occupants while the other stands guard over you.

Your mind is racing. Will we be killed? Will these attackers beat us or molest our daughters? The level of terror and anxiety is enormous and will cause victims to sometimes act irrationally. Some will freeze and become incapacitated from fright. Others will instinctively resist and try to fight back. Others will run away if possible. Psychologists have labeled this phenomenon as the "fight or flight syndrome." The first thirty seconds are the most critical to your family's survival.

What Would You Do?

Most people have never pondered this question for themselves or with their family. How will I react under similar circumstances? How will my family react independent of me? How will we react together? How you naturally react depends on many factors: your sex, age, physical condition, culture, personality, how you process information, how you react under extreme pressure, special training, skills, and past experience in responding to aggression. Most people don't know for sure how they will respond to a personal crisis until it occurs. Many are surprised afterwards by their behavior as having been heroic, calm, cowardly, or stupid.

Would you try to overpower the invaders? Would you go for your gun? Would you try to activate an alarm? Would you try to escape and call for help? Would you comply with their demands and hope they don't hurt you? Would you allow them to tie you up? Would you allow them to take a family member away from the home? Would you risk death to save your family from harm?

The response possibilities are endless, but most fall into three general response possibilities. You can resist the assault; comply with all commands; or you can try to stay calm, wait, and resist, comply, or flee as the scenario evolves. One thing is clear, there is no one single correct response to a life-threatening home invasion scenario. The choice is personal, based on your own assessment of your physical and mental capabilities and your belief as to the level of eminent danger.

Sometimes fighting and screaming works, especially if there are neighbors who will intervene or call the police. It makes no sense to risk fighting if you are physically incapable of doing so effectively. Total compliance sometimes works. The invaders might leave you unharmed and just leave. However, compliance may increase the duration of the invasion and therefore increase the potential for molestation. You need to thoughtfully consider how you or your family members might act under the circumstances and plan accordingly.

What Works

Having a family and neighborhood plan is essential. If you develop a home security plan and talk about it with your family and neighbors, the chances of acting appropriately and getting help are greatly improved.

Prevention works best. Harden your home or apartment with strong doors and locks and three-inch screws in the lock strike plate and door hinges. See my web page on [home security tips](#) for more details. Use a wide-angle peephole and instruct everyone in your family not to open the door to strangers. Chain latches are ineffective as a barrier, so use your peephole to look outside before opening the door. Be suspicious of someone claiming to be making a delivery that you did not order or use other tricks to get you to open the door. Fortification of rear doors, sliding glass doors, and garage doors are also important. This gives you the necessary time to phone 911, sound audible alarms, or arm yourself.

Local Alarms

Audible alarm sirens can prevent home invasion...if they are set. Alarm systems can be designed so that perimeter door and window sensors are activated while the home is occupied. The alarm can be set to instantly go off upon unauthorized entry. Be prepared to give a prearranged duress password to the alarm company if they call. Most alarm panels have an emergency panic button that will function much like a 911 call and will instruct your alarm monitoring company to call the police. Alarm company lawn and window signs help advertise that your house is wired and capable of getting a response from the police. These alarm signs and decals offer good deterrence value and may cause the robber to select another victim.

Automatic Phone Dialers

Automatic dial telephones, that can call 911 in speakerphone mode, can be effective in getting police assistance. If a home invader breaks in you may have just a split second to push the 911 direct-dial button on your telephone. If you dial in speakerphone mode the police dispatcher can listen in on what is going on in the room. Every telephone in your home should be programmed with this feature and all family members should be instructed how to make this emergency call. Your home address will automatically pop up on the police dispatcher screen and an officer should be dispatched even if the phone wire is cut. All 911 hang-up calls are supposed to be investigated by the police because of this type of scenario.

Have an Escape Plan

If someone in the household can escape and call for help, the home invaders will have lost their advantage of having privacy and time. To some, running away from your family in crisis is distasteful, especially to men or women with children. However, the alternative might mean being handcuffed or tied-up or otherwise incapacitated and left to watch in horror as your family is molested. If you have a plan for escaping, make sure you include where to run and what to say. Sometimes a radical escape measure pays off, in life and death circumstances, like diving through a plate glass window, jumping from a balcony or climbing onto the roof. Although you might sustain minor injuries you must weigh them against your chance of survival with the assailants.

Home invaders will sometimes threaten harm to children to get adults to comply with their demands. But at the same time, children are often overlooked as potential rescuers and sometimes are not as well guarded. If the opportunity presents itself, a trained child can dial 911, activate an alarm panic button, or escape to the neighbor's house to summon the police. If they are capable, they should do it.

Never Stop Thinking

Keeping a cool head is important, even in dire circumstances. If you can keep your wits about you one can increase their options by waiting for the right moment to act. Always be thinking and re-evaluating the situation as it evolves. At first there may be no chance for escape, but after a while you may see an opening. Fighting may not be wise, however the attackers may let their guard down once you appear to comply. If you decide to strike a blow, do it fast, suddenly, and forceful to the nose, eyes, or throat without concern for the damage you might inflict. While the assailant is momentarily stunned, make your escape. Don't stand there waiting to throw more punches or gather family members. You might ask, won't that cause them to harm me for sure? Maybe, if they catch you. This is an option that must be considered. Sometimes hours into the siege, an opportunity arises where you can hit the automatic dial on the telephone or alarm panic button without being seen. Always be looking for that chance.

What Doesn't Always Work

Screaming and shouting is the easiest and most natural thing that almost everyone can do. Screaming can alert savvy neighbors to call the police or the noise alone may scare off the home invaders. However, home invaders know this and will be prepared to make you stop screaming, by force, if necessary. One of the first threats you will hear is, "if you scream I'll kill you." If you can't escape, but are out in public, scream your head off. Scream things like, "call 911." Visit with your neighbors so they know that you have a family plan and teach them how to react when you need help.

Handguns and pepper spray can provide a means of self-defense in a life-threatening situation. Homeowners have successfully defended their families in the past from home invaders using such weapons. However, sometimes homeowners have lost their weapons to home invaders because they couldn't get to them in time to use them. Most chemical sprays are tucked away somewhere and many handguns are kept unloaded or locked up to prevent children from getting their hands on them. During a home invasion, you cannot always count on your ability to get to these weapons before being injured yourself. Ordinary household products can work in self defense. Chemical fire extinguishers work great to disorient the robber.

Fighting with the intruders sometimes works, especially if you have some training and you are physically fit. But for most, fighting doesn't work because the victim was pre-selected for their lack of fight capability. In a life-threatening situation there are no rules for fighting in self defense. The idea is not to stand toe-to-toe and duke it out. All you need is one incapacitating blow to the nose, eyes, or throat to allow time to get out of there and call for help. Take a self-defense class together with your family so all can learn the proper techniques and can practice the procedures. A practiced technique has a better chance of being used effectively in a crisis.

Faking illness doesn't always work especially in the home. Most home invaders don't care about your welfare anyway. Faking illness might work in public or while being transported or while fighting off molesters, but don't count on it as your only choice. You must decide in advance which technique to use depending on your acting skills.

What Not to Do

Don't ever try to pull a weapon on an armed perpetrator who has you covered with a handgun unless you feel it's your last chance. Don't ever agree to be transported somewhere else like to an ATM machine or other location unless you feel it's a life or death decision. The second crime scene is almost always more violent than in your home. If you have a choice, never agree to be tied-up, handcuffed or be placed in the trunk of a car because it takes away most of your self defense options. Don't ever follow an intruder once they leave your home. Leave that for the police. **Don't fight over property loss, it can be replaced...your life cannot.**

Apartment Security

Premises Liability Nightmare

by [Chris E McGoey, CPP, CSP, CAM](#)

Premises Security Liability

Landlords and property managers have become the target of what appears to be a legal trend called premises security liability. Premises liability is a civil action where a plaintiff will attempt to hold a landlord or property manager liable for money damages for injuries inflicted during a violent criminal attack committed on their rental property. The damages sought can be for both physical and psychological injuries suffered following an attack. The allegation is usually that the landlord contributed to the plaintiff's injury because of a failure to provide adequate security on the property. In recent years, insurance industry statistics have shown that the highest premises liability jury awards have been for sexual assaults and deaths on apartment properties.

High Profile

The word of multi-million dollar jury verdicts against landlords has been spread by the media and in legal trade journals. This negative coverage has created a rush of new lawsuits around the country against landlords and property managers. The litigation rush has become so widespread that both plaintiff and defense bars now hold regular seminars for this area of law practice. The Association of Trial Lawyers of America meets annually to offer training programs on how to successfully sue an apartment landlord for premises liability.

To prevail on an inadequate security claim, the plaintiff must prove that the landlord breached their duty of care by failing to provide reasonable security measures, under the circumstances. Typically this is done, for example, by demonstrating that door or window locks were defective and not repaired or lights were not functioning for weeks prior to plaintiff's assault. The focus could also involve an employee of the landlord. The negligence allegation may focus on the methods used for hiring, training, and supervising the apartment manager, the leasing consultants, the maintenance personnel, or the security officers.

Until you have been sued for over a million dollars in a protracted litigation, you may wonder what all the concern is about. More than one, litigation-free, landlord has told me, *that's why I have insurance* when describing their indifference to being sued. They just don't believe that taking proactive steps will make any difference in their tolerance to be sued or ability to defend should they be sued. They just don't understand the problem.

Punitive Damages

One big problem, not often considered, is the possibility of being sued for punitive damages. Punitive damage awards are designed to punish a landlord or property manager, not merely compensate the plaintiff for their injuries. Punitive damages are awarded when the jury believes a landlord or property manager acted with malice or with a conscious disregard for the safety of the plaintiff, prior to being injured. An extreme example might be when a landlord knowingly hired a maintenance man, just paroled from prison for child molestation, and provided him with a uniform, free apartment, and access to a property filled with children. Punitive damages are not usually covered by liability insurance and therefore are expected to be paid out of the personal assets of the person being sued.

Business Records Exposed

A frustrating litigation problem arises when your property is viewed under a judicial microscope, in a very public forum such as a trial. A landlord or property manager must answer detailed questions about their private financial statements, business holdings, and methods of operation. Even your most confidential business records and damaging in-house reports must be produced, if so ordered by the court. I know landlords who have spent hundreds of hours researching records in preparation for trial. I've seen management offices literally turned upside down looking for documents and attempting to organize five-years of files that had never been organized before. Worst of all, after the trial is over, these records may be passed on to other plaintiff lawyer during the course of a subsequent lawsuit.

Manager Under Fire

In high exposure litigation, it is not unusual for management employees and staff to become involved as percipient witnesses. I've also heard many resident managers say that they felt like a gun was to their head during their testimony. They feared repercussion, if they didn't respond correctly or in a manner consistent with others. Careers have been ended or altered because of the outcome of an intense litigation. The process has a way of bringing out the worst flaws in property management because of the focus on the negative issues and imperfect decision making. These newly discovered flaws have been the basis for job demotions and terminations. Sometimes, when the focus is on the qualifications or credibility of a resident manager, the plaintiff hires a private investigator to examine the background of that employee. Too often, these investigations have turned up fraudulent backgrounds, criminal convictions, and even current arrest warrants.

Obviously, the best way to avoid the whole process is to operate your property as if you could be sued at any moment. My **10-Step Apartment Security Plan** addresses this issue and is designed to make any multifamily housing property better prepared for that moment.

Apartment Security

Technology Promotes Safety

by [Chris E McGoey, CPP, CSP, CAM](#)

Multifamily rental housing studies have told us for years that security is an important consideration for apartment and condominium dwellers, especially in urban areas. It is hardly surprising to now see "security" being sold as an amenity in many progressive apartment communities.

The secret to selling security, like any amenity, is to promote it and then maintain it. Promoting security and safety is in everyone's best interest and helps keep the level of awareness high. New technology requires interaction with the residents, which tends to reinforce the original security purpose. Contrary to popular belief, promoting security does

not create any additional liability risks, as long as the information provided is accurate and the security feature is maintained.

Security Technology

Advances in security technology have allowed us to provide an enhanced the level of protection while at the same time reducing the cost of operation. Security technology doesn't always mean high-tech or new-tech. Sometimes old-tech works just fine. A classic example is having a high-tech, state-of-the-art alarm system versus having a big dog in the yard. Both are likely to deter the same burglar if fear of being detected (or bitten) is a concern.

Access Control

The most visible form of security technology is in the hardware area called access control. This includes fences, gates, windows, doors, locks, and common area lighting. Aside from the presence of a uniformed courtesy officer, access control barriers are what residents think of when they look for security features on a property.

Security Gates

Automatic gates and formidable wrought-iron fencing are the most common high-profile access control system added during new construction of garden apartments. Gated communities are desirable to most prospective residents and most properties charge a premium rent for it. The main benefit of an automatic gate system on a low-crime property is the perception of security and exclusivity. Let's face it, everyone wants to feel good about where they live and a gated community is like a private club where access privileges are required. Any real benefits of crime prevention are a plus.

Still, other apartment communities add gate systems as a barrier to keep criminals off the property and away from rent paying residents. In this setting, the intention is to reduce crime and retain residents by erecting a significant barrier to unauthorized vehicle and foot traffic. Because it is a capital expense, gates are often considered as a cheaper alternative to hiring and managing courtesy officers.

The best gate type depends on the property type. Swinging gates installed on a high-traffic college property or a high crime property will be a maintenance nightmare. Swinging gates look better than the horizontal sliders but are more expensive to maintain. Two mechanical gate operators are required to open each wing of the swinging gate, which doubles the expense and requires twice the maintenance. Swinging gates also get damaged more severely than sliding gates as anxious drivers hit them as they enter the property with their automobiles.

Card Access Systems

Electronic card access technology is still the best system for opening locked common area doors and gates. For newly constructed large properties, card access technology is a better choice than using a radio transmitter for the gates and metal keys for the doors because it offers greater management benefits. Plastic access cards are inexpensive compared to the costs of maintaining metal keys.

Card-key software can be programmed to limit residents to certain buildings and record the time, date, and location of each entryway used. For example, access cards can be programmed to authorize and monitor which residents access the gym, spa, pool, or weight room, which can be a great liability benefit. Card programming can be used in conjunction with video surveillance systems to determine who last entered a room, a building, or drove through the main gate.

Access cards can also be integrated as photo-ID cards for employees on a large property. Programmable cards are great for monitoring employee time and attendance, security patrols of the property, and can limit access to sensitive areas like the manager's office, the maintenance shack, or the key control room.

Key Control

With a card access system, key control of common area doors is easier and cheaper to manage. If an access card is lost or a resident moves out, the card can be deleted from the system with a few keystrokes. Gone are the days of pulling common area door locks and changing lock cores or re-keying metal keys.

Metal Keys

For large properties, technology has provided a solution for controlling metal apartment unit keys. Several vendors now make a computer-based key control system that safely stores and codes each key and can be password protected at multiple levels. When the backup unit key is retrieved for example, the time, date, unit number, and person taking and returning the key is recorded. The computer will know at all times what keys are in inventory and can print a key inventory history upon request.

Doors, Windows, Locks

Entry doors and sliding windows are not as solid as they used to be, but technology has provided solutions to make them secure once again. The weakest part of a door lock assembly has always been at the doorjamb and lock strike-plate area. New heavy-duty strike-plates using 3-inch screws and doorjamb reinforcement plates are on the market and have received high ratings in preventing forced entry. Even though low quality door locks still flood the market, new high-security Grade-1 and Grade-2 door locks are readily available at most supply sources.

Sliding windows and doors, once vulnerable to forced-entry have been improved with special anti-lift and anti-slide features built into the framing. Architects are starting to include these specifications into their drawings and builders are starting to recognize the importance and salability of these improved security features.

Common Area Lighting

Lighting is obviously the most visible form of security after dark. Good lighting is what makes us *feel* safe. Lighting should allow you to read building numbers, safely navigate the walkways from your car to your door, and identify a potential threat at 100 feet. Lighting technology has improved and so has the cost efficiency of providing adequate illumination. For a bright white light, I recommend the use of metal-halide fixtures especially for large parking lot areas and thoroughfares.

In moderate climates, I recommend fluorescent lamps for covered parking and common area walkways and stairwells because they are very energy efficient. For example, it's possible to replace every incandescent lamp fixture with fluorescent fixtures on a property and enjoy a return on your investment with one-year's energy savings.

Security Trends

As the century turns, expect to see increased demand for security amenities, especially on upscale properties. More and more workers will begin telecommuting from home. The advent of the Internet and e-mail has opened up vast opportunities for work-at-home occupations such as software development, web site graphic design, stock day-trading, advertising, and technical writing. Alarms systems, electronic access control, adequate lighting, and a visible security presence will be desirable amenities that apartment dwellers will seek out.

Apartment Security

Advice for Families in Rental Housing

by [Chris E McGoey, CPP, CSP, CAM](#)

Your home is your castle

...or is it? Are you really safe once you get apartment and lock your door? In an open society your apartment should be the sanctuary for you and your family. Your apartment is the only environment where you have control over who can get close to you or your family. Protecting your apartment and family from criminal intrusion should be high on your list of priorities. See my web page on [Family Security Tips](#) for more information on protecting your family from harm. See [Apartment Security Advice](#) for more original articles on Apartment Security. See also [Home Invasion Survival Tips](#).

Burglary

By far, the most common threat to an apartment unit is burglary. Burglary, by definition, is a non-confrontational crime, but being victimized can leave a family feeling vulnerable and violated. To prevent a burglary, it is important to first gain an understanding of who commits them and why. The majority of apartment burglaries occur during the daytime when most people are away at work or at school. Burglaries also occur at night when there are obvious signs that no one is home. Most apartment burglars are young males looking for things that are small, expensive, and can easily be converted to cash. Items like cash, jewelry, guns, watches, laptop computers, and other small electronic devices are high on the list. Quick cash is needed for living expenses and drugs.

Statistics tell us that more than 30% of all apartment burglars gained access through an open door or window. Ordinary household tools like screwdrivers, channel-lock pliers, small pry bars, and small hammers are most often used by burglars. Although apartment burglaries may seem random in occurrence, they actually involve a selection process.

The burglar's selection process is simple. Choose an unoccupied apartment with the easiest access, the greatest amount of cover, and with the best escape routes. What follows is a list of suggestions to minimize your risk by making your home unattractive to potential burglars.

Doors and Locks

The first step is to "harden the target" or make your apartment more difficult to enter. Remember the burglar will simply bypass your apartment if it requires too much effort or requires more skill and tools than they possess. Most burglars enter via the front, back, or garage doors. Experienced burglars know that the garage door is usually the weakest followed by the back door. The garage and back doors also provide the most cover. Burglars also know to look inside your car for keys and other valuables so keep it locked, even inside your garage. Apartment managers should use solid core doors and high quality locks on exterior doors that will resist twisting, prying, and lock-picking attempts. A quality Grade-1 or Grade-2 deadbolt lock will have a beveled casing to inhibit the use of channel-lock pliers used for forced entry. A quality door knob-in-lock set will have a 'dead latch' mechanism to prevent slipping the lock with a shim or credit card.

- Use a solid core wood or metal door for all entrance points
- Doors should fit tightly into the door jamb
- Use a quality, heavy-duty, deadbolt lock with a one-inch bolt
- Use a quality, heavy-duty, door knob-in-lock set with a dead-latch mechanism
- Use a heavy-duty four-screw strike plate installed with 3-inch screws to penetrate into a wooden door frame

- Use a wide-angle 160° peephole mounted no higher than 58 inches

Forced Entry

The most common way used to force entry through a door with a wooden frame is simply to kick it open. The weakest point is almost always the strike plate that holds the latch or lock bolt in place followed by glass panels in doors. The average door strike plate is secured with only 1/2-inch screws set into the soft doorjamb molding. These lightweight moldings are often tacked on to the door frame and can be torn away with a firm kick. Because of this construction flaw, it makes sense to upgrade to a heavy-duty four-screw strike plate. They are available in most quality hardware stores and home improvement centers and are definitely worth the extra expense. Install this strike plate using 3-inch screws to cut deep into the door frame stud. This one step alone will deter or prevent most through-the-door forced entries. You and your family will sleep safer in the future.

Sliding Glass Doors

Sliding glass doors are usually installed at the rear of an apartment making them good candidates for entry by a burglar. In warm climates, an experienced burglar knows that sliding glass doors are often left standing open for ventilation or for pet access. Since they slide horizontally, it is important to have a secondary blocking device in place to prevent sliding the door fully open from the outside. This can be easily accomplished by inserting a wooden dowel or stick into the track thus preventing or limiting movement. Other blocking devices available are metal fold-down blocking devices called "charley bars" and various track-blockers that can be screwed down.

Sliding glass doors are notorious for failing to prevent a forced entry attempt especially in apartment buildings. This is because of the wear and tear and lack of maintenance they receive and due to the inadequate nature of many of the latching mechanisms. Sliding glass doors don't have locks on them, only latches. The latches are made of aluminum and can become worn or out of adjustment. The most common methods used to force entry, aside from breaking the glass, is by prying the door near the latch or lifting the door off the track. The blocking devices described above solve half the equation. To prevent lifting, you need to keep the sliding door rollers in good condition and properly adjusted.

You can also install anti-lift devices such as a pin that extends through both the sliding and fixed portion of the door. There are also numerous locking and blocking devices available in any good quality hardware store that will prevent a sliding door from being lifted or forced horizontally. Place highly visible decals on the glass door near the latch mechanism that indicates that an alarm system, a dog, or block watch/operation identification is in place, if applicable. Apartment managers should be careful not to misrepresent that these devices are in place if they are not. Burglars dislike alarm systems and definitely big barking dogs.

- Use a secondary blocking device on all sliding glass doors
- Keep the latch mechanism in good condition and properly adjusted
- Keep sliding door rollers in good condition and properly adjusted
- Use anti-lift devices such as through-the-door pins
- Use highly visible alarm decals, beware of dog decals, or block watch decal, if applicable

Sliding Windows

Windows are left unlocked and open at a much higher rate than doors. An open window, visible from the street or alley, may be the sole reason for an apartment to be selected by a burglar. Ground floor windows are more susceptible to break-ins for obvious reasons. Upper floor windows become attractive if they can be accessed easily from a stairway, tree, fence, or by climbing on balconies. Windows have latches, not locks, and therefore should have secondary blocking devices to prevent sliding them open from the outside. Inexpensive wooden dowels and sticks work well for horizontal sliding windows and through-the-frame pins work well for vertical sliding windows.

For ventilation, block the window open no more than six inches and make sure you can't reach in from the outside and remove the blocking device. In sleeping rooms, these window blocking devices should be capable of being removed easily from the inside to comply with fire codes. Like sliding glass doors, anti-lift devices are necessary for ground level and accessible aluminum windows that slide horizontally. The least expensive and easiest method is to install screws half-way into the upper track of the movable glass panel to prevent it from being lifted out in the closed position. Place highly visible decals on the glass door near the latch mechanism that indicates that an alarm system, a dog, or block watch/operation identification system is in place, if applicable. Apartment managers should be careful not to misrepresent that these devices are in place if they are not.

- Secure all accessible windows with secondary blocking devices
- Block accessible windows open no more than 6 inches for ventilation
- Use anti-lift devices to prevent window from being lifted out
- Use crime prevention or alarm decals on accessible windows, if applicable

Be a Good Neighbor

Good neighbors should look out for each other. Get to know your neighbors on each side of your apartment and the three directly across from you. Invite them into your apartment, communicate often, and establish trust. Good neighbors will watch out for your apartment and vehicle when you are away, if you ask them. They can report suspicious activity to management, to the police, or to you while you are away. Between them, good neighbors can see to it that normal services continue in your absence by allowing authorized vendors to enter your apartment.

Good neighbors can pick up your mail, newspapers, handbills, and can inspect the inside of your apartment periodically to see that all is well. Allowing a neighbor or management to have a key solves the problem of hiding a key outside the door. Experienced burglars know to look for hidden keys in planter boxes, under doormats, and above the ledge. Requiring a service vendor to contact your neighbor to gain access will send the message that someone is watching. This neighborhood watch technique sets up what is called 'territoriality.' This means that your neighbors will take ownership and responsibility for what occurs in your mini-neighborhood. This concept works great in apartment communities. This practice helps deter burglaries and other crimes in a big way. Of course for this to work, you must reciprocate and offer the same services.

The biggest difficulty getting to this level of oversight is taking the first step. You can take it by calling your local crime prevention unit at the police department. Most police departments in large cities have neighborhood watch coordinators to help you set this up. You should invite your adjacent neighbors over to your home for coffee and begin the information exchange. You'll be amazed how the process runs on automatic from there.

- Get to know your adjacent apartment neighbors
- Invite them into your home and establish trust
- Agree to watch out for each other
- Do small tasks for each other to improve territoriality
- Return the favor and communicate often

Lighting

Interior lighting is necessary to show signs of occupancy inside a residence at night. Seeing a dark apartment night-after-night sends a message to burglars that you are away. Light-timers are inexpensive and can be found almost everywhere. They should be used on a daily basis, not just when you're away. In this way you set up a routine that your neighbors can observe and will allow them to become suspicious when your normally lighted apartment becomes dark.

Typically, you want to use light-timers near the front and back windows with the curtains drawn. The pattern of them clicking on and off simulates actual occupancy. It is also comforting not to have to enter a dark residence. Timers can also be used to turn on the television or radio to simulate occupancy during the daytime. After dark, a bright television

can be seen flickering through the curtains and gives the feeling that someone is home. Similarly, the radio or television can be heard through the door if turned on loud enough.

Exterior lighting is also very important. It becomes critical if you must park in a common area parking lot or underground garage and need to walk to your front door. The purpose of good lighting is to allow you to see if a threat or suspicious person is lurking in your path. If you can see a potential threat in advance then you at least have the choice and chance to avoid it. Exterior lighting needs to be bright enough for you to see 100 feet and it helps if you can identify colors. Good lighting is definitely a deterrent to criminals because they don't want to be seen or identified. Apartment management needs to have a system in place to periodically inspect and replace lighting outages.

Another important area to be well-lighted is the perimeter of your apartment building especially at the entryway. Common area lighting on apartment properties should also be on a timer or photo-cell to turn on at dusk and turn off at dawn. Exterior lighting at the rear of an apartment usually does not turn on automatically. They require you to turn on the light inside switch. The resident can choose to turn these lights on or off. A better idea is to install security lights that activate by infra-red motion sensor. They are relatively inexpensive (\$25) and can easily replace an exterior porch light or side door light on townhouse style apartments with rear doors. The heat-motion sensor can be adjusted to detect body heat and can be programmed to reset after one minute. These infra-red security lights are suggested for apartments with patios and back doors.

- Use interior light timers to establish a pattern of occupancy
- Use timers to activate the radio or television while away
- Exterior lighting should allow 100 foot visibility
- Use good lighting along the pathway and at your door
- Use light timers or photo-cells to turn on/off lights automatically
- Use infra-red motion sensor lights for the back door of townhouse apartments

Alarm Systems

Alarm systems definitely have a place in an apartment security plan and are effective, if used properly. The reason why alarm systems deter burglaries is because they increase the potential and fear of being captured and arrested by the police. The deterrent value comes from the alarm company lawn sign and from the alarm decals on the windows. Apartment burglars will usually bypass a unit with visible alarm decals and will look for another property without such a decal. Some people, with alarm systems, feel that these signs and decals are unsightly and will not display them. The risk here is that an uninformed burglar might break a window or door and grab a few quick items before the police can respond. Also, don't write your alarm pass code on or near the alarm keypad.

Alarm systems need to be properly installed and maintained. Alarm systems can monitor for fire as well as burglary for the same price. All systems should have an audible horn or bell to be effective in case someone does break in. However, these audible alarms should be programmed to reset automatically after one minute. The criminal will get the message and will be long gone without your neighbors having to listen to your alarm siren for hours, until it is switched off. If you use a central station to monitor your alarm, make sure your response call list is up to date. Burglar alarms, like car alarms, are generally ignored except for a brief glance. However, if you have established and nurtured your neighborhood watch buddy system, you will experience a genuine concern by your neighbor. It is not unusual to have a neighbor wait for the police, allow them inside for an inspection, and secure the residence. A good neighbor can also call friends or relatives for you, if pre-authorized by you.

- Alarm systems are effective deterrents with visible signage
- Alarm systems to be properly installed, programmed, and maintained
- Alarm systems need to have an audible horn or bell to be effective
- Alarm systems should automatically reset in one minute or less
- Make sure your alarm response call-list is up to date
- Instruct your neighbor how to respond to an alarm bell

Operation Identification

This is a program supported by most police agencies. They recommend that you engrave your drivers' license number (not social security number) on televisions, stereos, computers, and small electronic appliances. They suggest this so they can identify and locate you if your stolen items are recovered. I suggest that you go way beyond this step.

I recommend that you photograph or videotape your home furnishings, electronic devices, and small appliances and make a list of the make, model, and serial numbers. You should keep this list in a safety deposit box or with a relative or neighbor for safe keeping. Beyond that I recommend that you photocopy important documents and the contents of your wallet annually. You will be thankful that you took these steps in case your home is ever destroyed by fire or flood, is ransacked, or if your wallet is lost or stolen.

- Identify your valuables by engraving your drivers' license number (not your SSN)
- Photograph, video, or record the description and serial numbers of all valuables
- Photocopy the contents of your wallet annually and other important documents
- Store the copies off-site in a safe deposit box or with a relative or neighbor

Apartment Security

Through Criminal Eyes

by [Chris E McGoey, CPP, CSP, CAM](#)

The Property Thief

For the property thief, the decision to commit a crime on an apartment property is a risk versus reward exercise. The risk of committing this crime is the chance of getting caught, losing the property, and possibly their freedom. The reward is the perceived benefit obtained upon successful completion of the crime. A good apartment security plan will address this concept by using crime prevention measures that will increase the perpetrator's perception of being caught (risk), while diminishing their perceived value of their target (reward).

Property criminals view an apartment community differently than a new resident prospect looking for a place to live. For property thieves, it's more like going shopping and looking at the various items available to steal. They have a choice where and when they will commit a crime. If the thieves don't like the merchandise or the shopping experience at your property, they will go elsewhere. For them, the available targets equate to money. The things they steal can be converted to money or can be used so they don't have to spend their money. Property crimes are usually one of stealth, where the criminal does not want a confrontation or be identified. However, it is possible that the property criminal may become violent if the opportunity presents itself or if surprised, cornered, or captured.

Those arrested for property crimes are usually male and between 18-21 years old. The studies show that most property criminals live nearby their target areas and are familiar with the neighborhood. It is an important comfort factor for them to know the terrain and all the potential escape routes. They will usually work the property on foot, unless they need a vehicle to transport the stolen merchandise. Sometimes the property criminal will have lived in the target apartment community or have a friend who is a current resident.

Criminal Deterrence

For apartment managers, recognizing and addressing the lower levels of criminal motivation is the first key to successful deterrence. A good crime prevention program works best on moderately and poorly motivated criminals.

There are some key points to remember:

- A criminal's motivation to commit a theft is at its lowest level during the first visit to the property
- Criminal motivation increases with familiarity of the property
- Success, in committing crimes on a property, will increase the level of motivation to continue to commit more crimes
- It is three times more difficult to deter a criminal who has been successfully committing crimes on your property

The best places to address lower levels of criminal motivation is at the entrances to the property, the perimeter of the buildings, and most importantly, in the leasing office. The property thief will view the lack of suitable escape routes as a trap and will simply choose another property to victimize. Good perimeter fencing and a reduced number of entrances after hours will often create that perception. Believe it or not, thieves read the signs that say, **Security Patrol** or **Neighborhood Watch** or **Crime Free Multi-Housing Program**, even if we don't. Property thieves want to blend into a community, and they get uncomfortable when residents look suspiciously at them.

I urge you to participate in your local [Crime Free Multi-Housing Program](#) and make the right impression for keeping crime out of your community.

Gated Communities

Access Control Issues

by [Chris E McGoey, CPP, CSP, CAM](#)

Perception of Security

More and more people want to reside in **gated residential communities**. Because of this, gated residential communities and garden apartments across the country are being built at record rates. In the 1970s there were approximately 2000 gated communities nationwide. In the early 2000s, there were over 50,000 gated properties with more being built every year. That equates to about seven million households or 6% of the national total behind walls or fences. About four million of the total is in communities where access is controlled by gates, entry codes, key cards or security guards(1). Gated communities offer some benefits and some drawbacks depending whether you are a resident or in property management. I will discuss both sides of the issue in this article.

All gated and fenced residential communities have several things in common. Gates and fences provide the perception of security, safety, and privacy. In affluent residential neighborhoods, privacy means exclusivity and therefore increased property values. Adding an attractive automatic entry gate system can easily add \$50,000 or more to single family home values within some communities regardless of whether it has any effect on crime.

Gates as an Amenity

Large apartment properties often add gate systems as an amenity to attract new residents. Gated communities are desirable to most prospective residents and to most property managers because they can charge a premium for rent. The main purpose of a gate, on a low-crime property, is not to deter or prevent crime but to provide the perception of security and exclusivity. Let's face it, everyone wants to feel good about where they live and a gated community is like a private club where access privileges are required. Any real benefits of crime prevention are a plus.

Still, other apartment communities add gate systems as a barrier to keep criminals off the property and away from rent paying residents. In this setting, the intention is to reduce crime and retain residents by erecting a significant barrier to

unauthorized foot and vehicle traffic. Gates are often considered as a cheaper alternative to hiring and managing security guards. Gate installation companies promote this in their marketing and stress the added benefit of liability protection. That is not always sound advice. Gates can also be a barrier to emergency services like the police or fire departments. It is extremely important to have a system in place that allows quick access to them. Most communities use a "Knox Box" key system but there are also universal keypad codes, and restricted radio frequency access. Check with your local police and Fire Marshall.

Do Gates Reduce Crime?

This is the most common question that is asked. The answer is always a qualified, yes. Fences and working gates definitely reduce unauthorized vehicle and foot traffic on a property especially late at night and early in the morning. For many properties, traffic reduction alone is enough to reduce much of the parking lot and street crime. Note my emphasis on "working" gates. Swinging gates in a volatile community will have problems being operational 24-hours per day due to abuse and vandalism.

The effectiveness of gates and fencing depends on the nature of the property and the management controls in place. Gates and fencing works best on a stable property with non-criminal, mature residents. If you manage a property that caters to college students it can be a nightmare to maintain an effective gate system. If you intend to install a gate system on a high-crime property that is full of criminal types, drug dealers, and gang members the gated system will be waste of money until you clear the bad element out.

Formidable fencing and gates, by design, restrict access and therefore provide both a physical and psychological barrier for criminals. Good signage is necessary to announce that this is private property and to post your no trespassing policy. Sure, one can tailgate onto a property behind someone else but this requires effort and exposes the criminal to a potential witness. Criminals want to come onto an apartment property anonymously and blend into the community of strangers. Criminals like quick escape routes and don't want to become trapped behind fences or gates should they be discovered. Many criminals will bypass a gated community for one that is not gated simply because of the restricted access.

Gated communities should not claim to be able to prevent all crimes. Gates and fences is just another tool to help a property manager fight crime. More tools are usually required to do the complete job. Support by the residents and management is required to maintain an effective gate system. Management needs to educate the residents how the properly use the gate system and how to report abuse and damage. Management needs to screen residents and enforce community rules to prevent criminal types from residing on the inside. Residents need to report or challenge unauthorized persons using the gates and not give out gate codes unnecessarily. Management needs to periodically change the master gate code to screen out former repair vendors, a zillion pizza delivery companies, and former residents.

Video System Support

Video surveillance systems work well in support of access control gates. A well-placed video camera can keep an eye on the gated entry areas 24-hours a day and never blink once. Video cameras should be placed in such a manner to be able to identify the vehicle makes and license plates of anyone who approaches. This is a great deterrent to vandalism and is positive proof should a gate be damaged by a careless driver. Because they operate 24-hours a day, a video camera must be protected from the weather and vandalism by a weatherproof housing. The video lens must adjust automatically to the changing lighting conditions for best picture quality. A well-placed sign should announce to all that they are under video surveillance. Of course to capture these images, a commercial grade time-lapse video recorder is required in a environmentally protective enclosure.

Video systems can be integrated with the gate intercom system and allow homeowners to view who is at the gate seeking permission to enter. Technically, video signals from a gate on a west coast property can be monitored by a

security firm on the east coast due to the advent of digital and broadband technologies. They can even carry on a conversation with the person desiring access and open the gate remotely for them.

How Should Gates be explained?

There is a trend in the multi-housing industry not to use the word SECURITY when referring to pedestrian and vehicle gates. Gate systems have been called security gates, limited access gates, controlled access portals, and many others. The multi-housing industry erroneously believes that if it doesn't say that fences and access gates are for "security purposes" then it will be protected from civil liability. Nothing could be farther from the truth.

I say, "If it looks like a duck, walks like a duck, and quacks like a duck, then it's probably a duck." Call them what you will but the function of fencing and gates will define their real purpose. The design is to keep unauthorized people out. There is nothing wrong with believing that having a formidable barrier around your property will help prevent crime...You just can't guarantee it.

Which Gate Type is Best?

The best gate type depends on the purpose and property types. Swinging gates look the best and are selected more often for private single family residential communities. The downside is the cost and maintenance expense. Two gate operators are required to open each wing of each gate set, which doubles the expense and requires twice the maintenance. Swinging gates also get damaged more often as anxious drivers hit them as they enter the property with their cars. Swinging gates are a nightmare to maintain on a high-traffic apartment property filled with young people.

Gates that slide horizontally are less attractive, but are cheaper to purchase and maintain. Only one gate operator is required and it has fewer vulnerable parts to break. When a car clips a sliding gate, the usual result is getting knocked off the track as opposed to bending or breaking a control arm or weld point.

With any type of gate system, in-ground loop-detectors are required to automatically signal when a car is present so the automatic gate operator can function accordingly. Loop detectors are required to prevent the gates from crashing into a car and to allowing free egress from inside the property. Loop detectors are not designed to prevent tailgating and should not be circumvented to prevent this.

How to Prevent Tailgating

Tailgating is the practice of following an authorized resident vehicle through the open gates before it closes. Tailgating is common practice at all gated communities and the cause of some of the damage to the gate systems. Tailgating is most common during rush hours. Tailgating is only considered bad when unauthorized persons infiltrate the property. On a large property it is impossible to know who is authorized to tailgate and who is not. Some properties educate their residents to stop and wait for the gate to close behind their car before proceeding. This can be effective on small, low-volume properties where resident cars are recognizable.

On a large property, vehicle identity is not so easy. The only way to be sure, other than posting a guard, is to force each vehicle to enter their access code, card, or remote to gain entry. Adding a high-speed swing-arm between the gate keypad and the gate typically does the trick. However, there must be enough front-end real estate for this modification. The swing-arm has to be synchronized to open and close behind each car before the main gate opens. Sometimes a speed bump is necessary, just before the swing arm, to slow down the traffic through this portal and to prevent crashing into the arms. This system works, but will radically slow down the throughput into the property and is suitable only on low-volume access points.

On exit-only gates, in-ground collapsible traffic-teeth have proved very effective in preventing wrong-way vehicles access. Highly visible signs are necessary to prevent tire damage. These can be circumvented by clever thieves but work well enough to deter most drivers.

Disclosure to Residents

It is a good practice to always notify the community residents in writing about the function of the gates. Since access gates are an amenity, any change in service needs to be explained so residents can decide what to do next. If the management of a gated community decides to leave the gates open during daylight hours, this policy change should be stated in writing and published to the residents. Residents who disagree with this perceived reduction in services should be allowed to move out or be compensated in some manner. If a gate becomes damaged and requires weeks to repair, you should so notify your residents. If management decides not to repair the gates it is better to remove them altogether than to leave them there in disrepair. Don't forget to notify the residents of the decision to permanently remove this amenity.

The decision to install gates on a property creates a love-hate relationship. Residents love those gates but can be a pain for management to maintain. Gates can help increase occupancy but also can wreak havoc to a community maintenance budget. The net financial effect may be a wash but the difference may be made up in resident retention, the reduction of crime, police calls for service, and property damage. I like gates...but I don't like the problems associated with them. You decide.

(1) 2001 Census Bureau - American Housing Survey

Apartment Security

Key Control

by [Chris E McGoey, CPP, CSP, CAM](#)

Keys to the Castle

One of the many responsibilities of apartment managers is being the "keeper of the keys to the castle," so to speak. The multifamily housing industry is set up to follow the "innkeeper model" where the apartment resident is temporarily issued a unit key and management keeps the back-up key. The mere fact of having a key to someone's home creates a potential for risk and liability. The issue of how to safeguard the back-up key is worth reviewing.

The expression *your home is your castle* applies to apartment residents. The apartment unit is their home and a resident has the right to feel reasonably safe once behind the locked door. Most people consider their apartment as their sanctuary that will protect them and their families while they sleep.

Importance of Key Control

The multifamily housing industry has been sent a very loud and clear message over the years regarding the importance of key control.

In Texas, a jury awarded a woman \$18-million after being raped and abducted by a man who gained access to her apartment unit using a back-up key. The rapist broke into the management office and found the correctly numbered back-up keys hanging unsecured on a hook.

Many other very large jury awards have been made to victims because of negligent control and use of the master key. The negligence issue is always the same. If you require a resident to supply an extra key to their apartment unit, then you must take reasonable steps to safeguard that key. If you maintain a master key that unlocks all the units, then you must take even greater steps to control access to this key.

The legal theories are simple. A resident gives up some rights when they move onto a multifamily rental property. On most properties, the resident, per lease agreement, cannot add or replace the lock on their door unless management is given an extra key. By doing this, the property assumes the responsibility of key control. The other legal theory is one of reliance. The landlord supplies the locks and keys and therefore, a resident must rely on management to have re-keyed the door lock and to have secured the back-up and master key.

Key Control Steps

Key control, by definition, requires restriction and documentation of those who use the back-up keys and master keys. Here are 10 proven steps to follow for better key control and resident security:

- Always re-key or replace the unit door locks at turnover
- Always eliminate or limit the use of the master key
- Always keep the back-up keys in a locked key box
- Always code the keys not to reflect the unit number
- Always secure the code sheet and key box key separately
- Always keep a log of who checks out a back-up key
- Always keep two keys on a hook for quick daily visual inventory
- Always keep the key-cutting machine and key blanks secure
- Always lock the room or closet that houses the key box
- Always set the office burglar alarm after-hours

Finally, document, document, and document each step

Home Invasion Robbery

Protect Your Family with a Security Plan

by [Chris E McGoey, CPP, CSP, CAM](#)

Home Invasion

One of the more frightening and potentially dangerous crimes that can occur to a family is a **home invasion robbery**. A home invasion is when robbers force their way into an occupied home, apartment or hotel room to commit a robbery or other crimes. It is particularly frightening because it violates our private space and the one place that we think of as our sanctuary.

Home invasion is like the residential form of an automobile carjacking and it's on the rise. Like the crime of carjacking, most police agencies don't track home invasions as a separate crime. Most police agencies and the FBI will statistically record the crime as a residential burglary or a robbery. Without the ability to track the specific crime of home invasion, little can be done to alert the public as to the frequency of occurrence in their community or devise a law enforcement plan of action to control it.

Criminal Profile

Residential burglars work mostly during the day and when a residence is more likely to be unoccupied. Most burglars work alone and tend to probe a neighborhood looking for the right residence and the right opportunity. Alarm signs and decals, bars on windows, strong locks and doors, big dogs, and alert neighbors can sometimes deter burglars. Also, burglars will avoid a confrontation and will usually flee when approached. Most burglaries do not result in violence unless the criminal is cornered and uses force to escape.

Home invasion robbers, in contrast, work more often at night and on weekends when homes are more likely to be occupied. The home invader will sometimes target the resident as well as the dwelling. The selection process may include a woman living alone, a wealthy senior citizen or a known drug dealer, for example. It is not unheard of for a robber to follow you home based on the value of the car you are driving or the jewelry you are wearing. Some home invaders might have been in your home before as a delivery person, installer or repair vendor. Home robbers rarely work alone and rely on an overwhelming physical confrontation to gain initial control and instill fear in you. The greatest violence usually occurs during the initial sixty seconds of the confrontation and home invaders often come prepared with handcuffs, rope, duct tape, and firearms. Some in-home robbers appear to enjoy the intimidation, domination, and violence and some even claim it's a "rush."

Dangerous Trends

The act of committing a home invasion is escalating much like carjacking. The reason for the increase seems to follow a similar pattern. Much like automobiles, the traditional commercial targets for robbers like convenience stores and fast-food restaurants have hardened themselves against criminal attack and have reduced available cash. Technology has allowed commercial establishments to install affordable video surveillance systems, silent alarms, and other anti-crime deterrent devices. A residence, by comparison, is now a more attractive choice.

Home invaders know that they won't have to overcome alarm systems when the home is occupied or be worried about video cameras and silent alarms. Unlike robbing a retail store, home invaders expect privacy once inside your home and won't have to deal with the police suddenly driving up or customers walking in. Once the offenders take control of a residence they can force the occupants to open safes, locate hidden valuables, supply keys to the family car, and PIN numbers to their ATM cards. Home invaders will try to increase their escape time by disabling the phones and sometimes will leave their victims bound or incapacitated. It is not unheard of for robbers to load up the victim's car with valuables and drive away without anyone in the neighborhood taking notice.

Method of Operation

The most common point of attack is through the front door or garage. Sometimes the home invader will simply kick open the door and confront everyone inside. More common is when the home invaders knock on the door first or ring the bell. The home invader hopes that the occupant will simply open the door, without question, in response to their knock. Unfortunately, many people do just that.

Home invaders will sometimes use a ruse or impersonation to get you to open the door. They have been known to pretend to be delivering a package, flowers or lie about an accident like hitting your parked car. Once the door is opened for them, the home invaders will use an explosive amount of force and threats to gain control of the home and produce fear in the victims. Once the occupants are under control the robbers will begin to collect your valuables.

Some home robbers have been known to spend hours ransacking a residence while the homeowners are bound nearby watching in terror. Some robbers have been known to eat meals, watch TV, or even take a nap. A major fear is that the robbers might commit more violence like sexual assault or even murder. Some robbers have kidnapped and forced a victim to withdraw cash from their ATM machine or take them to their small business to rob it as well.

Prevention Steps

The same tactics used to prevent daytime burglaries will go a long way to preventing forced entry home robberies. If you can delay a home invader at the point of entry then you have a chance of deterring them or have time to call the police. A solid core door, strong locks with reinforced strike plates, and reinforced window devices will stop most forced entries. See my web page on [Home Security Tips](#) for more information. Some homeowners build [safe rooms](#) inside their home to allow them to retreat or escape the violence while giving them valuable time to call the police.

The weakest home security link is the home occupant who fails to lock doors or windows or who will open the door without question at the sound of a knock. The best defense against home invasion is education and planning. Parents should hold a family meeting to discuss how to answer the door when someone knocks. Another important topic is how to act should your home or family be invaded. Once you know how home robbers work, you can effectively prevent most occurrences. See also [Home Invasion Family Survival Tips](#) for more information.

Remember these important security steps:

- Install solid core doors, heavy duty locks, and window security devices
- Lock all doors, windows, and garages at all times
- Use four three-inch screws to secure heavy duty lock strike plates in the door frame
- Use the door peephole BEFORE opening the door
- Use your porch light to help you to see clearly outside
- Never rely on a chain-latch as a barrier to partially open the door
- Never open the door to strangers or solicitors
- Call the police if the stranger acts suspicious
- Alert your neighbors to suspicious solicitors
- Hold a family meeting to discuss home security plans
- Set the home perimeter alarm at night, if you have one

Home Security

Burglary Prevention Advice

by [Chris E McGoey, CPP, CSP, CAM](#)

Your home is your castle...or is it? Is your home really safe once you leave for work or school? Your home is considered a sanctuary where you should feel safe. Your home is the only environment where you have control over who can get close to you or your family. Protecting your home and family from criminal intrusion should be high on your list of priorities. See my web site on [Family Security Tips](#) for more information on protecting your family from harm.

Home Burglary

By far, the most common threat to our home is burglary. According to the FBI, a burglary occurs somewhere in the United States every 15.4 seconds. By definition, the crime of burglary is a non-confrontational property crime that occurs when we are not at home. However, becoming a burglary victim can leave a family feeling vulnerable and violated. To avoid becoming a burglary victim, it is important to first gain an understanding of who commits them and why.

The majority of home and apartment burglaries occur during the daytime when most people are away at work or school. The summer months of July and August have the most burglaries with February having the fewest crimes. Burglaries are committed most often by young males under 25 years of age looking for items that are small, expensive, and can easily be converted to cash. Favorite items are cash, jewelry, guns, watches, laptop computers, VCRs, video players, CDs and other small electronic devices are high on the list. Quick cash is needed for living expenses and drugs. Statistics tell us that 70% of the burglars use some amount force to enter a dwelling, but their preference is to gain easy access through an open door or window. Ordinary household tools like screwdrivers, channel-lock pliers, small pry bars, and small hammers are most often used by burglars. Burglars continue to flourish because police can only clear about 13% of all reported burglaries and rarely catch the thief in the act.

Although home burglaries may seem random in occurrence, they actually involve a selection process. The burglar's selection process is simple. Choose an unoccupied home with the easiest access, the greatest amount of cover, and with the best escape routes. What follows is a list of suggestions to minimize your risk by making your home unattractive to potential burglars.

Doors and Locks

The first step is to *harden the target* or make your home more difficult to enter. Remember, the burglar will simply bypass your home if it requires too much effort or requires more skill and tools than they possess. Most burglars enter via the front, back, or garage doors. Experienced burglars know that the garage door is usually the weakest point of entry followed by the back door. The garage and back doors also provide the most cover. Burglars know to look inside your car for keys and other valuables so keep it locked, even when parked inside your garage. Use high quality Grade-1 or Grade-2 locks on exterior doors to resist twisting, prying, and lock-picking attempts. A quality deadbolt lock will have a beveled casing to inhibit the use of channel-lock pliers used to shear off lock cylinder pins. A quality door knob-in-lock set will have a 'dead latch' mechanism to prevent slipping the lock with a shim or credit card.

- Use a solid core or metal door for all entrance points
- Use a quality, heavy-duty, deadbolt lock with a one-inch throw bolt
- Use a quality, heavy-duty, knob-in-lock set with a dead-latch mechanism
- Use a heavy-duty, four-screw, strike plate with 3-inch screws to penetrate into a wooden door frame
- Use a wide-angle 160° peephole mounted no higher than 58 inches

The most common way used to force entry through a door with a wooden jamb is to simply kick it open. The weakest point is almost always the lock strike plate that holds the latch or lock bolt in place followed by a glass paneled door. The average door strike plate is secured only by the soft-wood doorjamb molding. These lightweight moldings are often tacked on to the door frame and can be torn away with a firm kick. Because of this construction flaw, it makes sense to upgrade to a four-screw, heavy-duty, high security strike plate. They are available in most quality hardware stores and home improvement centers and are definitely worth the extra expense. Install this heavy-duty strike plate using 3-inch wood screws to cut deep into the door frame stud. Use these longer screws in the knob lock strike plate as well and use at least one long screw in each door hinge. This one step alone will deter or prevent most through-the-door forced entries. You and your family will sleep safer in the future.

Sliding-Glass Patio Doors

Sliding glass doors are secured by latches not locks. They are vulnerable to being forced open from the outside because of these inherently defective latch mechanisms. This can be easily be prevented by inserting a wooden dowel or stick into the track thus preventing or limiting movement. Other blocking devices available are metal fold-down blocking devices called "charley bars" and various track-blockers that can be screwed down.

The blocking devices described above solve half the equation. Older sliding glass doors can be lifted up and off their track and thereby defeat the latch mechanism. To prevent lifting, you need to keep the door rollers in good condition and properly adjusted. You can also install anti-lift devices such as a pin that extends through both the sliding and fixed portion of the door. There are also numerous locking and blocking devices available in any good quality hardware store that will prevent a sliding door from being lifted or forced horizontally. Place highly visible decals on the glass door near the latch mechanism that indicates that an alarm system, a dog, or block watch/operation identification is in place. Burglars dislike alarm systems and definitely big barking dogs.

- Use a secondary blocking device on all sliding glass doors
- Keep the latch mechanism in good condition and properly adjusted
- Keep sliding door rollers in good condition and properly adjusted
- Use anti-lift devices such as through-the-door pins or upper track screws
- Use highly visible alarm decals, beware of dog decals or block watch decal

Windows

Windows are left unlocked and open at a much higher rate than doors. An open window, visible from the street or alley, may be the sole reason for your home to be selected by a burglar. Ground floor windows are more susceptible to break-ins for obvious reasons. Upper floor windows become attractive if they can be accessed from a stairway, tree, fence, or by climbing on balconies. Windows have latches, not locks and therefore should have secondary blocking devices to prevent sliding them open from the outside. Inexpensive wooden dowels and sticks work well for horizontal sliding windows and through-the-frame pins work well for vertical sliding windows. For ventilation, block the window open no more than six inches and make sure you can't reach in from the outside and remove the blocking device or reach through and unlock the door.

In sleeping rooms, these window blocking devices should be capable of being removed easily from the inside to comply with fire codes. Like sliding glass doors, anti-lift devices are necessary for ground level and accessible aluminum windows that slide horizontally. The least expensive and easiest method is to install screws half-way into the upper track of the movable glass panel to prevent it from being lifted out in the closed position. As a deterrent, place highly visible decals on the glass door near the latch mechanism that indicates that an alarm system, a dog, or block watch/operation identification system is in place.

- Secure all accessible windows with secondary blocking devices
- Block accessible windows open no more than 6 inches for ventilation
- Make sure someone cannot reach through an open window and unlock the door
- Make sure someone cannot reach inside the window and remove the blocking device
- Use anti-lift devices to prevent window from being lifted out
- Use crime prevention or alarm decals on ground accessible windows

Be a Good Neighbor

Good neighbors should look out for each other. Get to know your neighbors on each side of your home and the three directly across the street. Invite them into your home, communicate often, and establish trust. Good neighbors will watch out for your home or apartment when you are away, if you ask them. They can report suspicious activity to the police or to you while you are away. Between them, good neighbors can see to it that normal services continue in your absence by allowing vendors to mow your lawn or remove snow. Good neighbors can pick up your mail, newspapers, handbills, and can inspect the outside or inside of your home periodically to see that all is well. Good neighbors will occasionally park in your driveway to give the appearance of occupancy while you are on vacation.

Allowing a neighbor to have a key solves the problem of hiding a key outside the door. Experienced burglars know to look for hidden keys in planter boxes, under doormats, and above the ledge. Requiring a service vendor to see your neighbor to retrieve and return your house key will send the message that someone is watching. This neighborhood watch technique sets up what is called *territoriality* which means that your neighbors will take ownership and responsibility for what occurs in your mini-neighborhood. This concept works in both single family homes communities and on apartment properties. This practice helps deter burglaries and other crimes in a big way. Of course for this to work, you must reciprocate and offer the same services.

- Get to know all your adjacent neighbors
- Invite them into your home and establish trust
- Agree to watch out for each other's home
- Do small tasks for each other to improve territoriality
- While on vacation - pick up newspapers, and flyers
- Offer to occasionally park your car in their driveway
- Return the favor and communicate often

Lighting

Interior lighting is necessary to show signs of life and activity inside a residence at night. A darkened home night-after-night sends the message to burglars that you are away on a trip. Light timers are inexpensive and can be found everywhere. They should be used on a daily basis, not just when you're away. In this way you set up a routine that your neighbors can observe and will allow them to become suspicious when your normally lighted home becomes dark. Typically, you want to use light-timers near the front and back windows with the curtains closed. The pattern of lights turning on and off should simulate actual occupancy. It's also comforting not to have to enter a dark residence when you return home. The same light timers can be used to turn on radios or television sets to further enhance the illusion of occupancy.

Exterior lighting is also very important. It becomes critical if you must park in a common area parking lot or underground garage and need to walk to your front door. The purpose of good lighting is to allow you to see if a threat or suspicious person is lurking in your path. If you can see a potential threat in advance then you at least have the choice and chance to avoid it. Exterior lighting needs to be bright enough for you to see 100-feet and it helps if you can identify colors. Good lighting is definitely a deterrent to criminals because they don't want to be seen or identified.

Another important area to be well-lighted is the perimeter of your home or apartment especially at the entryway. Exterior lighting on the front of a property should always be on a timer to establish a routine and appearance of occupancy at all times. Common area lighting on apartment properties should also be on a timer or photo-cell to turn on at dusk and turn off at dawn. The practice of leaving the garage or porch lights turned on all day on a single family home is a dead giveaway that you are out of town. Exterior lighting at the rear of a home or apartment are usually on a switch because of the proximity to the sleeping rooms. The resident can choose to leave these lights on or off. Security lights with infra-red motion sensors are relatively inexpensive and can easily replace an exterior porch light or side door light on single family homes. The heat-motion sensor can be adjusted to detect body heat and can be programmed to reset after one minute. These security lights are highly recommended for single family homes.

- Use interior light timers to establish a pattern of occupancy
- Exterior lighting should allow 100- feet of visibility
- Use good lighting along the pathway and at your door
- Use light timers or photo-cells to turn on/off lights automatically
- Use infra-red motion sensor lights on the rear of single family homes

Alarm Systems

Alarm systems definitely have a place in a home security plan and are effective, if used properly. The reason why alarm systems deter burglaries is because they increase the potential and fear of being caught and arrested by the police. The deterrent value comes from the alarm company lawn sign and from the alarm decals on the windows. Home and apartment burglars will usually bypass a property with visible alarm signs and will go to another property without such a sign. Some people, with alarm systems, feel that these signs and decals are unsightly and will not display them. The risk here is that an uninformed burglar might break a window or door and grab a few quick items before the police can respond. Also, don't write your alarm pass code on or near the alarm keypad.

Alarm systems need to be properly installed and maintained. Alarms systems can monitor for fire as well as burglary for the same price. All systems should have an audible horn or bell to be effective in case someone does break in. However, these audible alarms should be programmed to reset automatically after one or two minutes. The criminal got the message and will be long gone but your neighbors will have to listen to the alarm bell, sometimes for hours, until it is shut off. If you use a central station to monitor your alarm, make sure your response call list is up to date. Home alarms, like car alarms, are generally ignored except for a brief glance. However, if you have established and nurtured your neighborhood watch buddy system, you will experience a genuine concern by your neighbor. It is not unusual to have a neighbor wait for the police, allow them inside for an inspection, and secure the residence. A good neighbor can also call the glass company or locksmith to repair any damage, if pre-authorized by you.

The greatest barrier getting to this level of neighborhood participation is taking the first step. You can get help by calling your local crime prevention unit at the police department. Most police departments in large cities have neighborhood watch coordinators to help you set this up. You should invite your adjacent neighbors over to your home for coffee and begin the information exchange. You'll be amazed how the process runs on automatic from there.

- Alarm systems are effective deterrents with visible signage
- Alarm systems to be properly installed, programmed, and maintained
- Alarm systems need to have an audible horn or bell to be effective
- Make sure your alarm response call list is up to date
- Instruct your neighbor how to respond to an alarm bell

Home Safes

Since the prices of good home safes are falling, having a safe in your home is a wise investment. Home safes are designed to keep the smash and grab burglar, nosey kids, dishonest babysitter or housekeeper from gaining access to important documents and personal property. Home safes need to be anchored into the floor or permanent shelving.

- Use the safe everyday so it becomes routine
- Protect the safe code and change it occasionally
- Install it away from the master bedroom or closet

Operation Identification

This is a program supported by most police agencies. They recommend that you engrave your drivers' license, not your social security number, on televisions, stereos, computers, and small electronic appliances. They suggest this so they can identify and locate you if your stolen items are recovered. I suggest that you go way beyond this step

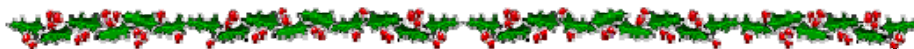
I recommend that you photograph your valuables in their locations around your home and make a list of the make, model, and serial numbers. This is very important for proof when filing insurance claims. You should keep this list in a safety deposit box or with a relative for safe keeping. Keep receipts of the larger items in case you need to prove the value of the items for insurance purposes. Beyond that, I recommend that you photocopy important documents and the contents of your wallet. You will be thankful that you took these steps in case your home is ever destroyed by fire or flood, is ransacked, or if your wallet is lost or stolen.

- Identify your valuables by engraving your drivers' license number
- Photograph and record the serial numbers of all valuables
- Photocopy the contents of your wallet and other documents
- Store the copies in a safe deposit box or with a relative

Home Security

Christmas Holidays

by [Chris E McGoey, CPP, CSP, CAM](#)



Christmas holidays are a special time when families and friends come together to celebrate the season. It is also the time of year where families and friends are most generous and practice the tradition of gift giving. It should be a joyous and happy time for all of us.

Unfortunately for us, home burglars view the holiday season a little differently. For them, it is a time of opportunity to burglarize your home for cash, credit cards, and all the new gifts of small electronics, computers, jewelry, and easily sold valuables.

Here are a few tips of what they look for when shopping for a house to burglarize. These tips will help you enjoy the holidays without incident.

- Burglars look for an easy entry with good escape routes. Don't openly display your Christmas tree and gifts in the front window so it's easily visible from the street. It's too tempting for them to smash the window and grab the wrapped packages.
- Burglars look for occupancy cues like outdoor lights burning 24 hours a day, piled up newspapers, or advertising flyers hanging on the door knob. Use an inexpensive light timer when you are away and ask a neighbor to keep the front of your home clean of papers and debris.
- Burglars know to look for the hidden door key near the front entrance. Don't hide spare keys under rocks, in flowerpots, or above door ledges. Instead give the spare key to a trusted neighbor.
- Burglars prefer to enter through unlocked doors or windows. Sliding windows that are not secure can be seen from distance. One holiday problem can occur when exterior Christmas light extension cords are run inside through a window and prevent it from being secured. Hire an electrician or handyman to install an inexpensive exterior outlet for your holiday lights.
- Don't post your family name on your mailbox or on your house. A burglar can call directory assistance to get your telephone number and call your home while in front of your house to confirm that you are away.
- Don't leave descriptive telephone answering machine messages like, "You've reached the Wilson's...we're away skiing for the Christmas holidays...please leave a message." Burglars love to hear that they have plenty of time to break in and completely ransack your home.
- After Christmas day, don't pile up empty gift boxes from your new computer, DVD player, or stereo receiver on the street for the garbage man. Burglars appreciate knowing that you have expensive gifts inside for them to steal. Break them down or cut them up to conceal the items better. After a lucrative burglary, the chances of being burglarized again are increased to steal the new replacement products.
- Last, but not least, fortify your home by installing solid core doors, heavy duty locks, longer screws in the lock strike plates and door hinges, and install secondary security devices on all accessible sliding windows. See my webpage on burglary prevention at [home security](#).



Family Security & Safety

Family Security Plan

by [Chris E McGoey, CPP, CSP, CAM](#)

Family Safety

Our family is at the center of our personal universe. We would do almost anything for the sake of our family including protecting them from known danger and harm. This can be difficult because we cannot be with our children at all times and we live in an open society where they can be exposed to predators and violent criminals. The only place where we have some control over our environment is in our home. We can make our home reasonably safe by fortifying it and arming ourselves with self-defense methods necessary to protect our family. See my web page on [Home Security Tips](#) and [Home Invasion Survival Tips](#) for more information on securing your home.

Family Security Plan

Whenever a family member leaves the home, they leave the zone of protection that we have created. One way to keep our family reasonable safe is to have a family security plan. When developing a family security plan you must give careful thought to the public routines of each family member and think of ways to keep them safe. One way to accomplish this is to hold a family meeting to discuss the security plan and explore *what if* scenarios of real life situations. For example, *what if* we need to use the bank ATM machine? What steps should we take to make the process safer? *What if* we need to go to the shopping mall? What precautions can we take to be safe in the parking lot? *What if* someone approaches to rob us while walking to our car? What should we do and how should we react? Where would we go and who would we notify in case of emergency?

Most people have no such family plan nor have they met as a family to discuss *what if* scenarios. When or if a criminal assault occurs, the unprepared family will have to rely on natural instinct in response to an incident. What if their natural response is wrong or their reaction inappropriate, under the circumstances? We read about these cases all the time in the newspaper. For example, a man tried to overpower a gunman, only to be shot and killed. We have also become aware of incidents where a child was tricked to get into a car of a total stranger and kidnapped while walking home from school.

Crime Scenarios

In the following links, I have attempted to set forth some common criminal confrontations in everyday settings that a family might face. I suggest that you hold a family meeting to discuss these scenarios and decide what steps your family should take in response to these threats. I have offered suggestions that a family might consider in response to a criminal assault. The suggestions that I offer are not the only possible response, nor do I guarantee that they will be effective in all situations. Your response to any criminal assault is highly personal and depends on the physical and mental capabilities of each family member.

Premises Liability

For Violent Crimes

by [Chris E McGoey, CPP, CSP, CAM](#)

Apartment Communities

It's no secret that victims of violent crime can sue a landlord or property manager for injuries received during a criminal assault on an apartment premises. The legal theory is called premises liability. The demand for money damages can go into the millions for alleged physical and psychological injuries. In recent years, jury awards have been so lucrative that the American Trial Lawyers Association produces an annual training seminar in Phoenix that teaches premises liability causes of action to plaintiff lawyers on how to prevail against landlords and property managers.

The Litigation Nightmare

During a lawsuit, an apartment property is viewed under a judicial microscope, in a highly public forum. Your most confidential business records and personal financial records must be produced, if so ordered by the court. I know landlords who have literally turned their management offices upside-down looking for the requested documents. As if to add insult to injury, these records sometimes get passed around to other plaintiff lawyers during the course of subsequent lawsuits. Not surprisingly, several property management careers have ended due to previously undisclosed indiscretions that were uncovered during the intense scrutiny of the manager backgrounds. The process has a way of

bringing out the worst flaws in property management because of the focus on the negative issues and imperfect decision making.

Defective Conditions

The largest jury awards usually involve stranger-to-stranger sexual assaults that occur *inside* of an apartment unit. The question of access into the unit is always the focal point at issue.

Victim studies tell us that most rapists gain access through unlocked doors and windows. When a lawsuit is filed, however, the allegation often is that the door or window locking hardware was defective and allowed the rapist access. As you can imagine, it would be difficult to defend against such a claim without having solid documentation of the actual condition of the door and door locks prior to the incident.

Positive Documentation

The best time to test and document the condition of door and window locks and latches is during the unit walk-through with the incoming and outgoing residents. The leasing consultant and the new resident should test each lock and latch and document that the devices work properly and are in good condition. It's not enough to generally state that all locks and latches are *okay*. A better plan is to list the location and condition of each device. For example, list the condition of the sliding glass door and the bedroom window latches separately.

By modifying your existing walk-through form, you can easily document the incoming and outgoing condition of the hardware with each resident. If you supply secondary sliding door and window blocking devices and anti-lift devices, their presence and condition should also be noted on the form.

The form should have a resident statement certifying that they have examined and tested each device and found them in good working order. You should also add a line where the resident agrees to use the locking devices at all times and will report any defects immediately.

This procedure, coupled with good key control and lock maintenance, will protect your residents better and drastically reduce your exposure from lawsuits in this area.

**The Articles Listed Above Are Written And Provided By
Chris McGoey And Can Be Found At
www.crimedoctor.com**

Renters Handbook

2005 Edition



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Acknowledgements

We wish to thank the Champaign-Urbana Tenant's Union for granting permission to reproduce portions of the Champaign Urbana Tenant Handbook.

Introduction

This handbook does not explain all there is to know about renting, but it does provide helpful information on your rights and responsibilities as a tenant in Illinois. The Table of Contents gives the titles of all the areas covered in this handbook. This will allow you to read the sections that interest you the most. Like any area of law, landlord-tenant law can be complex and overlapping. Therefore, many of the sections repeat information in other sections and occasionally refer to other sections. This repetition was intended to make it as easy as possible for you to find answers to your questions.

This handbook is not intended to be a substitute for legal advice specific to your situation nor is it meant to replace an attorney. Each individual situation is unique. The information in this handbook applies to general housing situations and should help avoid many problems before they happen. There are times when it would be wise to consult an attorney and there are other times when it is essential to do so. That decision is one that only you can make.

If you need to consult an attorney, but cannot afford one and you live in a county served by Prairie State Legal Services, please call the nearest Prairie State office. The offices and telephone numbers are listed at the back of this handbook.

If you live in a county not served by Prairie State and cannot afford an attorney, please contact one of the other federally-funded legal services programs that are also listed in the back of this handbook for assistance.

For individuals who are above legal services income guidelines, you may contact either the Illinois State Bar Association Lawyer Referral Program (217-525-5297), a county Lawyer Referral Program, or a private attorney.

Some communities in Illinois have their own landlord-tenant ordinances. If your community has its own ordinances, they may provide you with additional or different rights and responsibilities. Please read the ordinances carefully. You can get a copy at your city or village hall and possibly online.



Becoming a Renter

Rent a Place You Can Afford

Whether you are on a fixed income or have a steady job, you must consider the amount you will be required to pay for rent. To know whether or not you will be able to afford a certain home or apartment, you must look at your budget.

First, figure out the lease rent and then your total rental obligations. The lease rent is the amount of money that your lease or your landlord states you will pay.

Your total rental obligation is the total amount of money that it will take to live in your house or apartment. Total rent includes:

1. the cost of utilities like heat, electricity, water, or garbage hauling if your landlord is not paying them;
2. phone bill;
3. any additional costs for pets or parking; and,
4. furniture if the unit is not furnished.

Next, decide whether you can afford this amount. Usually, about one-fourth of your income is spent on rent. But if you are on a limited income such as Social Security, TANF, etc., it will be very difficult for you to spend only one-fourth of your income on rent. Usually one-third, one-half or more of your fixed income will go to rent.

Either way, you must learn to budget. To see how much you can afford, take into account the following when budgeting:

Groceries, per month	\$ _____
Clothes, per month	\$ _____
Medicine, per month	\$ _____
Transportation, per month	\$ _____
Leisure Activities, per month	\$ _____
Other, per month	\$ _____
TOTAL	\$ _____

Now check to see what you have left from your income. If you do not have enough to pay rent, you might want to cut back in other areas.

Most important is that you must pay your rent so you have a roof over your head, but be reasonable. If you do not have enough for food for the month after paying your rent, you cannot afford the place. Renting an apartment or a house is a big responsibility and involves a lot of money, so make sure you can afford it.

Finding the Right Apartment for You

Before you decide to rent, the following tips can be helpful:

1. Read the sections in this handbook on leases and security deposits very carefully.
2. Check how close the rental unit is to supermarkets, laundry facilities, transportation and your place of employment or school.
3. Check with the neighbors in the area for their opinions on the location, the landlord, the safety of the building and the neighborhood.
4. Bring the housing code violation checklist with you and check the unit thoroughly. See the "Housing Code Checklist" section of this handbook on page 14.
5. Find out if you are responsible for paying utilities and garbage collection bills. If you are, check with former tenants about the amount of the bills.
6. If you will be sharing the unit with other people, be sure to visit the unit together when possible.
7. Make a list of all furnishings and anything else that has been promised. Have the landlord sign this list. Check the condition of all furniture.
8. Check the security of the building. See the



"Security and Safety" section of this handbook on page 15.

9. If parking is to be provided, make sure you know where it is and that it meets your needs. Make sure your lease states that you get a guaranteed parking space, especially if you have to pay an extra charge for it.
10. Find out who is expected to take care of the grounds, halls and sidewalks.
11. Check for fire exits.
12. Beware of basement apartments. These are more likely to have bugs, floods and burglars.
13. Turn on water taps, flush the toilet and check the working condition of all appliances.
14. Check under the baseboards and around radiators for holes that may indicate the presence of mice, bugs or air leaks. Check cupboards and dark corners of the kitchen and bathroom for any evidence of insects. Ask about extermination. Is it done on a regular basis? Is this guaranteed in the lease?
15. Check to see if the electrical wiring is safe. Are there enough outlets?
16. Find out if there are enough windows to provide adequate light and air. Do the windows and locks operate properly? Does the landlord provide screens and storm windows?

Discrimination and Housing

Discrimination based on race, religion, color, sex, national origin or ancestry, familial or marital status and disability in the sale and rental of housing is PROHIBITED by Federal law. No landlord can refuse to rent to a person based on these characteristics. They are not relevant to your status as a tenant.

It is also illegal under Illinois State law for a landlord to refuse to rent to you because of physical or mental disability, military status, unfavorable discharge from military service or familial status. "Familial Status" means that one or more of your children under 18 live with you or you are pregnant or in the process of securing legal custody of a minor child. Effective January 1, 2006, it will be unlawful throughout the State for a landlord to discriminate against you based on sexual orientation.

If you are denied an apartment or house because of any of these reasons, contact officials on the federal,

state and local levels. On the Federal level, you can call the Department of Housing and Urban Development toll-free at 800-424-8590. Complaints that are filed are investigated and may go to a hearing. If the Secretary of Housing and Urban Development decides to proceed with the case, it will be forwarded to the Illinois Department of Human Rights. On the State level, complaints may be filed directly with the Department of Human Rights at 217-785-5100 or 312-917-6200. On the local level, there may be a Human Rights Department or a Fair Housing Commission in your city. Check your local phonebook or call city hall to find out about local options. If none of these agencies can solve your problem, you may be able to file suit in the court.

Basics of the Landlord Tenant Relationship

A good relationship between you and your landlord is important. To help in this regard, BE SURE THAT YOU...

1. Get all agreements and promises in writing.
2. Do not pay any money unless you know exactly what it is for.
3. Are able to afford the rent and want to live there. If you are not sure you want the place, do not put down a deposit unless you are guaranteed IN WRITING that it is refundable.
4. Get a receipt for all money paid.
5. Know and trust the people you will be living with.
6. Know the landlord's business and home phone numbers and address.
7. Know the manager of your building and her/his business and home phone numbers and address.

Get it in Writing

When you make an agreement with your landlord, roommate, or any individual, a general rule is to always get it in writing. This may seem like advice that is only going to make your life more difficult, but oral agreements are often confused or forgotten entirely and have little weight in court because neither person can prove exactly what was said.

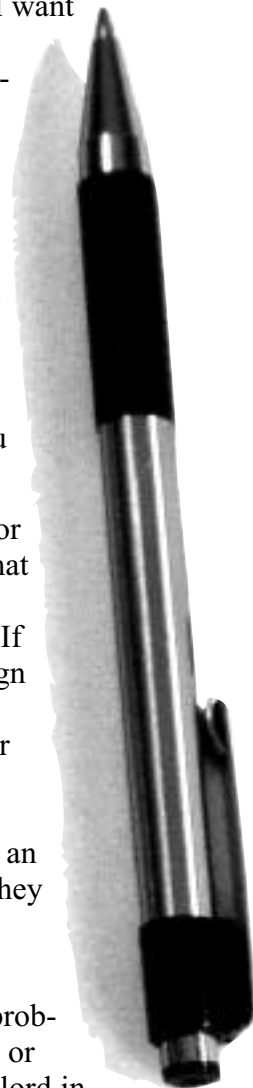
You may want to add things to your lease before you sign it. If your landlord makes oral promises

about repairs, utilities, etc., you will want to get those promises in writing. Simply because a lease is on a printed form does not mean you cannot add any provisions or agreements that you and your landlord agree upon. Write any additional agreements on both your copy and the landlord's copy. Both of you should initial the addition. If there is not room on the lease form, write the additional agreement on two pieces of paper, date them, and both of you should initial each copy.

You do not need to use legal terms or big words. All that is necessary is that an average person could understand the agreement without explanation. If your landlord refuses to initial or sign provisions added to your lease, you have good reason to doubt that he or she will honor the agreement later. Landlords are business people and understand that initialing or signing an agreement will make it binding. If they intend to honor the agreement, they should not hesitate to sign it.

Once you move in, if you develop problems requiring the need for changes or repairs, make a request to your landlord in writing. A polite note, dated and signed, requesting the repairs needed is all that is required. Keep track of the dates of letters sent and the repairs requested so you can refer to them later if needed. It is a good idea to make a copy for yourself of every letter you send. If there is any delay in getting work done, do not accept oral promises, but ask that the landlord provide you with a letter stating what work will be done and when. The letter should be signed by the landlord and dated. If your landlord does not want to send a letter, write a note from your landlord to yourself stating, for example: "I will repair (e.g., the broken door) in the apartment located at (address) as requested by (tenant) on (date)." Ask the landlord to sign and date this note. If he or she will not sign it, then you have reason to doubt that he or she will honor the promise. See the section of this handbook, "If Repairs Are Not Done" on page 10.

This same procedure is often necessary between two unrelated tenants living together (roommates, lovers, etc.). If rent, food, utilities or any other payments are



not to be equal, tenants should write out their agreements on these matters and date and sign them.

IT IS ESPECIALLY IMPORTANT THAT YOU GET AND KEEP YOUR OWN COPIES OF THE LEASE AND ALL CORRESPONDENCE BETWEEN YOU AND YOUR LANDLORD. ALSO, IF YOU PAY CASH FOR RENT, A DEPOSIT OR ANYTHING ELSE, GET A RECEIPT AND KEEP IT. WITHOUT ONE, YOU CANNOT PROVE THAT YOU ACTUALLY MADE THE PAYMENT. WRITE YOUR OWN RECEIPT (INCLUDING NAME, ADDRESS, REASON FOR PAYMENT AND AMOUNT) IF THE LANDLORD DOES NOT PROVIDE ONE, AND ASK HIM TO SIGN IT.

Making a Deposit on a Rental Unit

Some people pay a deposit before signing a lease or moving in, so that the landlord will hold the apartment for them. If you decide to rent somewhere else, you may have problems getting your money back. As long as the landlord is still willing to rent to you, he or she may not be obligated to return your deposit to you. If you are not sure that you want a particular housing unit, do not make any payment unless you are willing to give up that money if you change your mind. If you give a landlord any money, get a receipt. If you have an agreement that the money will be returned if you decide not to rent, be sure it is in writing. An agreement to return a deposit to you can be written on the receipt and initialed and dated by both you and the landlord. For example: “(Landlord) agrees to return to (tenant) the amount of (\$) given as deposit on (address) if (tenant) decides not to rent.” Signed and dated.

Know Your Landlord

When you are renting an apartment, both you and your landlord have certain responsibilities. Therefore, it is important to know the name, address and phone number of your landlord. If the person you are dealing with is a manager, make sure you know her/his name, address and phone number and find out who owns the property. Make sure you know where to pay your rent and where to contact your landlord for repairs or problems.

If you wish to find additional information about your landlord, here are some suggestions:

- a. Phone books and directory assistance have phone numbers and/or addresses.
- b. If your landlord has ever sued anyone, his or her name and address will be recorded in the plaintiff’s index at the Small Claims Clerk’s Office.
- c. County Recorder’s Office holds information about deeds and mortgages.
- d. Tax assessor’s office holds the records that give the value of properties. It also records the amount of taxes and who pays the tax.

Making sure you can reach your landlord can make your life much easier. If problems do arise, knowing where to reach your landlord may be essential.

The Written Lease

A rental agreement is often in the form of a written lease between the lessor (the landlord) and the lessee (the tenant). As a general rule, it is best to get a written lease agreement when you rent because you are guaranteed you can rent the place for a set period of time. You do not have to worry about rent increases during the lease, and the tenant’s and landlord’s responsibilities are stated more specifically than in an oral agreement.

Read Your Lease and Make Changes

Make sure you read your lease carefully so you understand what you are agreeing to. If the landlord is rushing you or if there are things that you do not understand, do not sign the lease. Take the lease to someone who can help you and go through it slowly.

Make sure you understand everything in the lease. Then, if you are satisfied, sign the lease and return it to the landlord for her/his signature. Remember — if you are signing a 12-month lease, you are agreeing to pay the monthly rent for 12 months. Make sure you know what you are getting for this large amount of money. If you find some things in the lease that you do not like or that are different from what your landlord said, try to have them changed. You can



remove items from the lease by drawing a dark line through them and having both you and your landlord initial the changes. The lease will replace any oral agreements if they were different from what the lease says.

What to Look for in a Lease

As mentioned earlier, be sure to read your lease before you sign it. If there is something you do not understand, take the lease to someone who can explain it to you before you sign it. The following essential information should be included in your lease.

1. The lease should indicate the amount of rent, who is responsible for payment of the rent, and when and where the rent is due.
2. The address of the rental property and any storage, parking or other property related items.
3. Information on who is responsible to provide and pay for utilities.
4. The lease should state a specific term for the agreement, for example one year.
5. The lease should not contain any blanks.
6. Make sure the lease agrees with any oral promises the landlord has made to you. If any oral promises are not in the written lease, they will not be binding.
7. Make sure you understand what each clause of the lease means before you sign it.

An Oral Lease is a Lease

If you pay rent, but have not signed a written lease, then you and your landlord have an ORAL LEASE agreement. This is a binding contract. Generally, these agreements are from month-to-month, although they may be from week-to-week or for any period of time as long as it is less than a year. The rental period begins on the day your rent is due and renews itself automatically. This oral lease will run until it is properly terminated.

There is one advantage with an oral lease agreement — you are not bound for more than one rental period. However, the disadvantages of not having a written agreement should cause you to be uneasy about having an oral lease. Your rent may be increased to any amount at any time with very little warning. Also, you can be evicted at any time with very little

warning. Problems may also arise between you and your landlord over “rules and regulations” that you know nothing about.

Ending an oral lease

IF YOU WANT TO MOVE, YOU MUST GIVE YOUR LANDLORD A FULL RENTAL PERIOD’S NOTICE IN WRITING. If you pay rent weekly, you must give your landlord seven days’ written notice of your intent to move. If you pay rent monthly, then you must give at least 30 days’ written notice. The date that you give notice must be the first or last day of the rental period. This means if you pay rent on the first of every month, your lease can only be terminated on the first or 31st of any given month.

AN EXAMPLE: You have an oral lease and you pay rent on the first day of every month. You want to move out on August 31st. You must give your landlord written notice no later than July 31st or August 1st. You could not give notice on August 15th to move on August 31st. If you did not give notice until August 15th, you would still be liable for rent through September 30th.

If you fail to give adequate written notice, you may end up owing an additional month’s rent or losing your deposit. To avoid additional rental charges, send a signed, dated letter to your landlord or deliver it in person in the presence of a witness. Always keep a copy of the letter, and if you think there may be problems, consider sending the notice by registered or certified mail.

If your landlord wants you to move, he or she must give you written notice. IT DOES NOT HAVE TO BE NOTARIZED OR DELIVERED BY THE SHERIFF, BUT SHOULD BE SIGNED AND DATED. Your landlord must give you at least 30 days’ notice if you rent month-to-month and at least one week’s notice if you rent week-to-week. If you do not move out by the date specified by the notice, your landlord may file a lawsuit in court to have you evicted. For more information on this process, see the “Eviction” section of this handbook on page 28.

Rent increases on an oral lease

Rent increases on an oral lease are much the same as a notice to move. Your landlord should not raise the rent without first giving you a full rental period’s notice of the increase in writing. If you want to move instead of paying the increase in rent, you still must give your landlord proper notice. If you have a writ-

ten lease, your rent cannot be increased until the end of the lease. This is another reason that you may want to avoid oral leases.

Who Owes the Rent

Your lease is a contract between you and your landlord. The person who signs the lease as a tenant is required to pay the rent. Problems may arise where two or more people have rented an apartment together and have agreed among themselves to pay their fair share of the monthly rent. Later, one of the tenants moves out and stops paying rent. The tenant(s) who remains in the apartment is legally required to pay the full amount of the rent to the landlord even though that was not the deal that was made between the roommates. Under Illinois law, each tenant who signed the lease is responsible for the full amount of the rent due. This means that, in the event of a dispute, the landlord could sue you, your roommate or both of you, no matter who owes the rent. The tenant who remains would be the person called to court, possibly evicted and left owing all the rent by court order.

There are two ways to avoid this problem. One way is to ask your landlord to include a clause in your lease which requires each tenant to pay only her/his part of the total rent (pro-rated) and releases each tenant from the liability for the other tenants' payment. For example, the following clause would serve this purpose (written by a Bloomington, Indiana attorney): "Landlord and tenants hereby agree that each of the undersigned tenants is not jointly and severally liable for the failure of any of the other undersigned tenants to perform any of their obligations under this lease. Further, in the event of legal action by the landlord to recover rent due under this lease, the liability of any individual tenant will be limited to (the percentage you agree to pay) of the total amount of rent due under the lease. The preceding sentence shall not be construed to impose liability upon any individual



tenant where such liability has been relieved under the first sentence of this clause."

The other way is to be very careful in choosing a roommate. If there is a chance he or she may move out and leave you paying all the rent, you should think twice.

Roommates

Be careful about the person with whom you decide to live. Generally, if two or more people move in together or sign a lease together, all of them are liable for the terms in the rental agreement. This means that if your roommate does not pay her/his half of the rent one month, the landlord can sue either you, your roommate or both of you for the total rent. It is the landlord's choice. If your roommate disappears without paying the rent and you are the only one the landlord can find, then you are the one he or she will sue for the total rent.

The same is true with other parts of the rental agreement. If you and your roommate agreed with the landlord there would be no pets and your roommate gets a dog, the landlord may evict both of you for breaking the lease, even though it is not your dog.

Once again, it is good to get it in writing, even between roommates. Write down who is to pay what and have all the roommates sign and date it. This may not guarantee good roommates, but it will guarantee some evidence of an agreement if you have to sue a roommate for her/his share of the rent or bills.

Moving In

Once you know where you are going to be living, there are a few things you should do immediately to make your apartment your home.

1. Get your landlord's name, address and telephone number. Also, get the name, telephone number and address of the manager of the property if it is a different person than the landlord. Make sure you get the name and telephone number of a person to contact in case of emergencies if it is a different person than the landlord or manager.
2. If you have not already done so, ask your landlord which utility bills you are responsible to pay. This could include electricity/gas, water, garbage collection and/or telephone. Usually if you must pay for them, then you are responsible for having them turned on. Make arrangements before you

move in to have these turned on and have the meters read. By planning ahead, service can be scheduled the day you move in.

3. Put the names of everyone living in the apartment on the mailbox as soon as possible. The post office may not deliver mail to you until this is done, even if the mail is properly addressed. Women should, as a safety measure, list only their first initial and last name. Men should do the same out of consideration for women.
4. Before you unpack anything, it is a good idea to check for roaches, ants or signs of rodents. If your landlord is responsible for spraying for bugs and rodents, make sure your apartment has been sprayed recently. If not, ask the landlord to do it. If he or she agrees to do it, get the agreement in writing. If your landlord refuses to spray, find out if he or she is responsible to do it. See the "Housing Code Checklist" section of this handbook on page 14.
5. Make a list of the conditions in your apartment. There is a form for listing the conditions entitled **Moving In/Moving Out Checklist** that can be found at the end of this handbook. Consider taking pictures and date them. This might be necessary if you are concerned about the landlord keeping your security deposit or accusing you of causing damage to the apartment. Also, the building may be sold to a new landlord who would not know about pre-existing damage and may blame you. Find out if your landlord has insurance to cover loss or damage to your personal belongings due to theft, fire, vandalism, smoke, natural disaster, etc. If not, (which is generally the case) you may want to check into the possibility of renter's insurance. Usually, these policies cover loss or damage to all of your personal belongings for a reasonable sum. Renter's insurance does not include insurance for the apartment itself. Various policies cover different things, so ask an insurance agent about the different types of coverage. Check around because rates do vary.
6. Check the security of the apartment. This is explained in the "Security and Safety" section of this handbook on page 16.
7. You may want to have your apartment inspected by the Housing Code Enforcement Department before you move in. See the "Housing Code Checklist" section of this handbook on page 14.

Getting Repairs Done

Whenever you have a problem with your apartment or house, you should report it to your landlord. This is why it is so important that you have her/his phone number and address. Your landlord cannot be expected to know all the problems that arise once you move in, so it is your responsibility to inform her/him of any problems. Hopefully, once the landlord or manager is made aware of the problem, it can be taken care of quickly. If you make any oral requests for repair, be sure to keep a record of the date and time you made the request.

Generally, it is a good idea to report all problems in writing and keep a copy of the letter. That way, your landlord is less likely to forget your request and hopefully will take you more seriously.

Also, in some instances, you may have to prove later when you reported a problem. (For example, a broken furnace which causes a lack of heat and makes pipes freeze and burst could be considered your fault if you did not report the broken furnace to the landlord within a reasonable time.)

If you want immediate action, it is best to call your landlord or talk to him or her in person and tell him or her exactly what is wrong. Then, follow-up the call with a polite letter that is signed and dated. Keep a copy of the letter for your records.

Your landlord should make repairs in a reasonable amount of time. In deciding what is a reasonable amount of time, try to be fair. A broken furnace in the middle of winter or a toilet that does not flush should receive immediate attention. A broken garbage disposal or loose floor tiles are not as important, especially if other tenants are having more serious problems.

If the landlord is just taking too long to make needed repairs, be persistent so that your landlord would rather make the repairs than listen to you. In some cases, neither politeness nor persistence will get the



repairs done. You will then have to contact an attorney or the proper agency. See the “Housing Code Checklist” section of this handbook on page 14. Make sure that you have been firm with your landlord and asked for the repairs more than once before contacting an attorney or agency. Be sure to take photographs of the damage for your records.

If the Repairs Are Not Done

If you have made requests for repairs and have been persistent and your landlord still refuses or fails to make repairs, there are several things that can be done. They are discussed in more detail below, and include:

1. Entering into a rent settlement with the landlord.
2. Repairing and deducting the cost of repair from your rent.
3. Reporting housing code violations to local housing officials.
4. Withholding rent (not recommended).

Rent Settlements

A return of some rent or a rent reduction may be a possibility whenever there are problems that make the premises or any part of it inconvenient or otherwise not useful. Remember you are paying rent for a livable unit with certain services. If you are not getting a livable unit, you are not getting what the landlord promised and some sort of adjustment or payment is only fair.

For example, if the roof leaks consistently, and in several places, and the landlord cannot or will not fix it, you are not getting the livable unit you are paying rent for. In cases such as this, you are entitled to a reduction in your rent or some payment for the inconvenience. Suggest some type of arrangement to your landlord. If your landlord refuses, it may be possible to sue him to get a reduction or refund. See an attorney.

If your landlord does agree to a reduction or refund, make sure you get it in writing. Have the landlord sign and date a written statement clearly explaining that you may deduct a certain stated amount of dollars from your next rent payments. If you do not get such a written statement, you may find yourself facing an eviction for non-payment of rent because your landlord has changed her/his mind about the refund.

Repair and Deduct

The Residential Tenants’ Right to Repair Act

One option you may have is to hire a licensed tradesman or supplier to make the repair and to then deduct the cost of repair out of your rent. This is allowed under the Residential Tenants’ Right to Repair Act. However, this law only applies under certain circumstances, and provides a right only for certain repairs. Also, you must take special steps (described below) to comply with the Act. Read on to find out if and how you can take advantage of this law.

What types of repairs are covered under the Right to Repair Act?

The Act only applies to repairs that are required by the lease, or by law, administrative rule or local ordinance or regulation. You cannot deduct the cost of repair from your rent if you caused the damages by a deliberate or negligent act or by a failure to act in some way. Also, you cannot deduct the cost of repair from rent where your family members or other persons you admitted to your apartment caused the damages.

Are all types of rental housing covered under the Right to Repair Act?

No. The Act does NOT apply to:

1. Public housing;
2. Condominiums;
3. Residential cooperative housing;
4. Commercial tenants;
5. Residences with six units or less, if the owner lives on the property;
6. Mobile homes located in a mobile home park.

If your housing falls into one of the categories listed above, then you cannot deduct the cost of repairs from your rent under the Right to Repair Act. If your situation is not covered by the Act, then you may still be able to repair and deduct in some situations. See the section below titled, *What if the Right to Repair Act doesn’t apply to me?*

Is there a limit to the amount that can be spent on any particular repair under the Act?

Yes. The amount you can deduct depends on your monthly rent:

1. If your rent is \$1000 or more - you can take up to \$500 out of your rent for a covered repair.
2. If your rent is \$999 or less - you can take up to half of your rent out for a covered repair.
3. Also, the amount you deduct cannot be more than the reasonable price that is usually charged for the repair.

Do I have to notify my landlord before I hire someone to make the repair?

Yes. You (the tenant) must tell the landlord in writing that you are planning to have the repair made at the landlord's expense. You must send the letter through registered or certified mail to the landlord's address shown on the lease, but if there is no address listed, you must send it to the most recent address you have for the landlord.

After I notify my landlord, can I then have a tradesman or supplier make the repair?

After notifying the landlord in writing you must wait 14 days to allow the landlord to make the repair. If the landlord fails to make the repair within 14 days, then you may have your tradesman or supplier make the repair. If there are emergency conditions that require the repair to be made sooner, then the repair can be made immediately. Emergencies include any conditions that will cause irreparable harm to the apartment if not immediately repaired or any condition that poses an immediate threat to you or to your household members' health or safety.



Do I have to follow any special rules for making the repair?

- The repair must be made in a workmanlike manner;
- It must be made according to the appropriate law, administrative rule, or local ordinance or regulation;
- It must be completed by a tradesman or supplier who holds a valid license or certificate as required by State or municipal law;
- The tradesman or supplier must be insured to cover any bodily harm or property damage they cause;
- The tradesman or supplier cannot be related to you.

Do I have to give my landlord anything else?

You must give your landlord a paid bill from the tradesman or supplier and the tradesman or supplier's name, address, and telephone number before you may deduct the amount from your rent.

Can my landlord evict me for not paying rent if I repair and deduct?

No, your landlord should not be able to evict you. **But:** you need to make sure you follow all of the rules explained here. If you fail to do any part of the repairs and deductions properly, then your landlord may have the right to evict you. If you receive an eviction notice, contact a lawyer immediately.

What if the Right to Repair Act doesn't apply to me?

If the Act doesn't apply to you, then you may still have the right to make repairs and deduct the cost from your rent if there is a local ordinance permitting you to do so. You should check your local ordinance to find out your rights as a tenant. If you are not protected by the Right to Repair Act or by a local ordinance, then to assure that you will not be evicted for non-payment of rent, you should pay your rent even if your landlord hasn't made repairs.

However, under certain circumstances, even where there is no applicable law or ordinance, judges will not evict a tenant who repairs and deducts the cost from rent. It depends on the seriousness of the problem or if a lease requires the landlord to repair and the landlord does not make repairs. Problems are usually considered serious when they involve essentials, such as heat, electricity, plumbing, water or

security. You should have the premises inspected in order to help determine if the violations are serious. If they are serious and violate the local housing code, the inspector will request that the landlord make the repairs. If the problem does not violate the housing code or other laws, you probably should not repair and deduct, unless your lease permits it.

Rent Withholding (Not Recommended)

Many times people feel that if their landlord refuses to make repairs or if the place they live in is “bad enough,” they do not have to pay rent. Often tenants are misinformed by other people that this is true. No matter who tells you that you do not have to pay rent, they may be wrong. Under Illinois law, you have no right to withhold or refuse to pay rent no matter how “bad” the place is. There may be a local ordinance that allows you to withhold rent. Check with an attorney in your area to see if such an ordinance applies to you. If there is no applicable ordinance and serious repairs are needed in your home but the landlord has refused your requests to make repairs, then you must decide whether withholding your rent is worth taking a chance that the landlord will attempt to evict you.

Can I be evicted for withholding rent?

If you decide to withhold rent, the landlord may try to evict you, but a judge would have to make that decision. A judge might not evict you for withholding rent if the housing code violations are bad, but you have no legal guarantee that the judge will rule in your favor. If the landlord wants to evict you for withholding rent, the landlord is required to send you a notice demanding that you pay rent within five days or you will be evicted. If you pay rent within the five days, your landlord cannot evict you.



What should I do if I decide to withhold rent?

1. Write the landlord a letter requesting that the landlord make repairs and inform him or her that you will withhold rent if he or she does not make repairs.

2. Send this letter certified mail with return receipt requested or hand deliver it to the landlord.
3. Keep a copy for your records.
4. Hold on to rent money and do not spend it.

Warranty of Habitability Rights

In all agreements to rent real property, whether oral or written, the Illinois courts will imply a promise from the landlord to the tenant that the premises will be kept in a livable condition. Generally, this means that the unit you are renting should be free from housing code violations. If you are living in an area that does not have a housing or building code, the unit you are renting should at least have heat, hot and cold water, no leaks in the roof, a solid structure, be free from bugs, rats and mice, and be safe.

If there are conditions or housing code violations that unfavorably affect living in the premises, you may be able to break your lease and/or sue your landlord for damages and/or sue your landlord to make repairs. If you feel your landlord has violated his promise to provide you with a livable dwelling and you are unable to correct the problems, see an attorney.

Housing Code Violations

What are housing codes?

Housing codes set minimum housing standards that all residential property in a village, city or county must meet. These standards are adopted by villages, cities and counties to ensure safe and sanitary housing for its residents. Generally, major things such as heat, water and sewer facilities, electricity, structural defects, bugs, mice, rats, etc. are covered by housing codes. You can use the “Housing Code Checklist” at the end of this section to determine if you have potential code violations.

If you live in a village or rural area, there may not be a housing code unless the county has adopted one. To find out whether your city, village or county has adopted a housing code, you will need to contact city, village or county staff members. Housing codes vary from area to area. It may be possible for you to determine whether there are any existing housing code violations in a dwelling you are considering for rent by contacting your city or village hall or the city’s Housing Code Enforcement Department.

Acting on Potential Housing Code Violations

If you are fairly sure that there are violations, follow these steps to address the problems. If the problems are of a serious nature and threaten your health, safety or welfare, follow the directions in the next section of the handbook, “Acting on Serious Housing Code Problems” below..

1. Keep paying your rent. As was explained in an earlier section, under Illinois law you have no right to withhold or refuse to pay rent no matter how “bad” the place is. However, there may be a local ordinance that allows you to withhold rent. Check with an attorney in your area to see if such an ordinance applies to you.
2. Check your lease to see if you are responsible to fix some of the problems you identified. Usually, the tenant is responsible for a minimum of good housekeeping. In most cases, your landlord is responsible to correct housing code violations. If you have any doubts, seek help.
3. Explain the problem to the landlord. He/she may not even know of the problem unless you point it out. If the problem is likely to cause further damage to the property, it is important that you notify the landlord immediately, for example, a serious leak in the roof or plumbing can create damage to walls or ceilings. As always, put in writing what you told the landlord. Give the landlord a copy and keep a copy for yourself.
4. If the problem is not fixed within a reasonable time, remind the landlord again. If he/she still does not respond, contact the Housing Code Enforcement Department, explain the problem and request an inspection. Be sure to call them before you have missed a rent payment or damaged the premises.

The landlord cannot evict you for requesting a housing inspection as long as violations exist and you have been paying your rent and there are no other problems affecting your right to live in the apartment.

Acting on Serious Housing Code Problems

If the violation is a major one and presents serious danger to your health, safety and welfare, you should contact the housing officials of your municipality or county immediately. A phone call is enough to start the process. Avoid general statements such as “the place is a mess.” Be exact. If the roof leaks, say it. If

the toilet does not flush, say it. Be specific about which rooms need to be fixed.

Usually within a day or two after receiving your complaint, the Housing Code Enforcement Department will make an inspection. If a genuine emergency exists, call and explain the situation. Often, the code enforcement people will make an inspection the same day they receive your complaint. Once your rental unit has been inspected, it is not likely the problem will be solved the next day. Be sure to ask for a copy of the inspection report for your records.

What Happens After I Report a Housing Code Violation?

Housing Code Enforcement Departments answer tenants’ complaints and inspect all residential property within the city to make sure it is safe and healthy. Call them when you have problems with your apartment or house and the landlord has refused your requests for repairs. The following are the typical steps that will be taken after you contact the Housing Code Enforcement Department.

1. An inspector from the Housing Code Enforcement Department will usually respond to your complaint within a few days.
2. If the enforcement people find a violation of the housing code, they will notify the landlord by letter listing all the violations they have found. The letter will set a time limit for the landlord to make repairs. The length of the time limit will vary according to the problem.
3. The Department will usually follow-up and check to make sure everything is fixed. If the repairs do not occur, you may want to contact the inspector to ask about the status of your complaint.
4. If the landlord fails to make repairs after this follow-up, the city may sue her/him, fine her/him or prohibit the re-renting of the premises, depending on the seriousness of the needed repairs.

Note: If the violations of the housing code are serious, the building inspector may condemn the apartment for occupancy and you may have to move.

State law prohibits a landlord from evicting a tenant because the tenant called the Housing Code Enforcement Department with a legitimate complaint. The landlord may still evict the tenant for not paying rent or for breaking the lease, but he/she may not evict the tenant solely for calling in the authorities with such a complaint.

Housing Code Checklist

The following checklist is a general overview of many of the most common issues found in housing codes and should be reviewed when viewing an apartment you are about to rent or the one in which you presently live. Read through the list and check each statement that is true. Ideally you will be able to check off each item. If there are items that you cannot check off, they may represent a housing code violation. If you have any questions, contact the Housing Code Enforcement Department.

Exterior and Common Areas

- ___ The apartment hallway and/or stairway have natural or electric light at all times.
- ___ The roof does not leak
- ___ The outside areas are free of standing water and kept clean.
- ___ There are hand railings where there are three steps or more.
- ___ The porches are safe.
- ___ There are no holes, breaks or loose or rotting boards in the exterior walls or foundation.
- ___ There are sufficient garbage cans with lids for the outside.

Windows and Doors

- ___ Every room has at least one window or skylight that can be opened, except for the bathroom, laundry, furnace, pantry, kitchenette or utility room.
- ___ The locks on all exterior doors work properly and they will insure your safety.
- ___ You have two or more safe ways to get out of your apartment.
- ___ Wind or rain does not enter the dwelling through the doors or windows.
- ___ There are no broken windows.

- ___ All the windows operate properly.
- ___ There are screens on all the windows.

Bathroom and Kitchen

- ___ The kitchen has cabinets and shelves.
- ___ The drains, toilets, sinks and other plumbing fixtures work well.
- ___ If the bathroom has no window or skylight, there is a vent or fan to the outside that works properly.
- ___ The bathroom and kitchen floors resist water and are easy to keep clean and sanitary.
- ___ The stove is safe and in good repair.
- ___ All of the sinks, bathtubs and/or showers are supplied with hot (120 degrees F. at any time needed) and cold running water.

Bedrooms

- ___ You can get to the bathroom or other bedrooms without going through some else's bedroom.

Electric and Water

- ___ The gas burning water heater is vented to the outside. (It is not in your bathroom or bedroom.)
- ___ All electrical outlets, switches or fixtures operate properly.
- ___ There are no pipes that leak.

General

- ___ The dwelling is always maintained at a minimum temperature to ensure health and safety.
- ___ The heating system works when the outside temperature is below 60 degrees F.
- ___ There are no insects or rodents in the dwelling.
- ___ There are no poisonous paint or materials used on the walls and ceilings.
- ___ The premises are free from debris and garbage that might breed pests.
- ___ The basement does not flood.
- ___ None of the walls or ceiling leak.

Tenant Related Problems

- ___ The property is sanitary and free from garbage

and rubbish. (Some people feel that cleanliness is just a matter of lifestyle. That is true within limits. You may have the right to live in a mess, but if it causes rodents and pests that hurt other people in the building, then you are infringing on others' rights.)

Damage and Security Deposit

Payment

When you rent, you will probably be required to pay a security or damage deposit with the first month's rent. THE DEPOSIT IS NOT RENT. If you have a written lease, it will generally state what your deposit will cover. Some leases state that the deposit is only for damages done to the unit if it is not left in a clean condition. Other leases may state that the deposit will be used for payments of rent or late payments of your utility bills.

If you do not have a written lease and there is no specific agreement regarding the damage deposit, it is likely that the deposit will be used for cleaning and repairs that exceed normal wear and tear. Any portion of the deposit not used for this should be returned to you.

Problems

Most problems arise in the area of damages to the apartment or house and in the area of cleanliness of the unit. Generally, when the tenant is moving out of the apartment, he or she should leave it in the same condition as it was when he or she moved in, with NORMAL WEAR AND TEAR EXCEPTED. Check your lease to see just what things you should do when you move out. For example, your lease may say you have to shampoo the rug, dry clean the drapes, clean the stove and refrigerator or wash all floors.

If a problem does arise, there is often very little an attorney can do for you if you do not have proof of the condition of your apartment or house when you moved out. To insure the return of your deposit, follow these tips:

1. Within 72 hours of when you first move in, make a written list of the damages in your house or apartment and note the general condition and cleanliness of the unit. Have both you and your landlord sign and date the list. If your landlord will not sign or cannot inspect the premises with you, have a reliable friend (third party) join you

in the inspection and sign in place of the landlord. (The third party can be any adult other than someone you are living with and should not be a member of your immediate family.)

2. Use the prepared "Move-In/Move-Out Checklist" included in this handbook on page 32. Check the condition of everything in your apartment or house — walls, floors, ceilings, appliances, furniture, plumbing, electrical fixtures, the basic structure, etc. Also, look for scratches, bumps, nail holes, number of items per room, number of shelves in the refrigerator, broiler pan, etc. Once this is done, give one copy to your landlord and keep the other copy yourself. If your landlord does not sign the checklist, you may want to get your signature notarized to indicate the date the list was filled out. Make certain that you keep a copy for yourself.
3. If there are any damages to any part of your apartment or house, take a picture of it and put the date on the back along with your signature. Also, have your landlord sign the picture. If you cannot take a picture, make sure that you follow the steps in numbers one and two above very carefully.
4. When you move, leave your apartment or house on time, in a clean condition and in good repair. Try to check out with your landlord so you can make a final inspection together. If your landlord makes any final written notes about the condition of your apartment or house, have her/him make a copy of the notes, with her/his signature and date, for you. If this is not a standard procedure with your landlord, make your own inspection report using the checklist and any photographs you may need. Again, have you and your landlord sign and date the copies or, if your landlord refuses, have a third party accompany you and have her/him sign and date the report. Do not sign any sign-off sheet unless you agree to all remarks, receive a dated copy of the paperwork at that time (so the landlord cannot make changes), and are willing to pay for possibly expensive cleaning and repairs. You are under no obligation to sign anything, but you could still be charged even if you don't sign.
5. Be sure to leave a forwarding address so that your deposit may be refunded.

Refund of Your Deposit

The first step in getting your deposit back is to ask for it, or better yet, send your landlord a letter. Keep a copy of the letter for yourself. If the check is written for the wrong amount, do not cash the check. Doing this may be taken by the landlord as accepting that amount. If you must cash the check, sign the back with "in partial payment" and beware that this may not insure you getting any more money back.

Under Illinois law, if you live in a building that has five or more units, the landlord must either return your deposit or within 30 days from the date you move out, provide you with an itemized statement of the damage you allegedly caused to the premises. This statement must include the estimated or actual cost for repairing or replacing each item on that statement, attaching paid receipts. If your landlord does not do this within 30 days of your moving out, he or she must return the entire deposit within 45 days of the move out date. If your landlord does not send your deposit within 45 days of your move-out or has refused to supply the itemized statement, or has supplied such statement in bad faith, you can sue for double the security deposit, as well as for court costs and attorney's fees.

If you are unable to get your deposit back or if you received an amount less than you feel you are entitled to, and you have been unsuccessful getting the rest — SUE. You can file a suit in Small Claims Court without an attorney. See the "Small Claims" section of this handbook on page 29 or, if you are eligible, seek help from Prairie State Legal Services, Inc.

You should be aware that your landlord may counter sue for more damages or for other money owed. If you wait 45 days after you vacate the building, you may be able to argue in court that it is beyond the time allowed by law to charge you anything against your deposit.

Interest on Security Deposit

Under Illinois Law, your landlord must pay you interest on your security deposit if you rented in a building or complex that has 25 or more units and the landlord has held your

deposit for six months or more. The landlord must pay this interest to you annually in cash or in the form of credit towards rent within 30 days after the end of each 12-month rental period. The interest is determined by the rate paid by the largest commercial bank in the state, as measured by total assets, on minimum deposit passbook savings accounts as of December 31st of the year before your lease began. The deposit passbook savings rates as of December 31 (by year) are as follows:

December 31	Interest Rate
2004	0.40%
2003	0.30%
2002	0.40%
2001	0.45%
2000	1.73%
1999	1.73%
1998	1.88%
1997	2.50%
1996	2.50%

To find this interest rate as of December 31 of any subsequent year, you may contact the largest operating commercial bank in Illinois. At the time this booklet was written, that was LaSalle Bank National Association in Chicago.

Make sure that your landlord knows of the interest on security deposit law, if it applies to you, before you leave your apartment. You have the right to sue a landlord who willfully fails or refuses to pay the required interest for an amount equal to the security deposit, together with court costs and reasonable attorney's fees.

Note: The interest on security deposit law does not apply to public housing or to a renter who is in default under the terms of the lease. Also, landlord requirements for paying interest may be different and the above rates may be higher if you live in a city that has an ordinance imposing higher rates, such as Chicago or Evanston.

Other Issues

Security and Safety

Many people never stop to think about the safety of their apartment until it is too late. You have a basic right to safety within your home. You can expect your landlord to take some necessary steps to pro-



tect the security of your apartment. The types of security devices (locks) which landlords provide differ, but in some areas, certain security devices are required by minimum housing standards. Call the Housing Code Enforcement Department in your city to find out what, if anything, is required in your city.

The best type of lock is a DEAD BOLT LOCK, but it may not be a required lock for your apartment. To determine whether or not a lock is a dead bolt, open the door and then lock it. Try to push the bolt (the part which projects into the frame of the door) with your hand. If it does not move, the lock is a dead bolt. If it does move, it is probably some kind of spring latch. Spring latches are the types of locks that can often be opened with a credit card. Dead bolt locks cannot be opened this way. If you feel you need a dead bolt lock to be secure, contact your landlord and request it. Try to get your landlord to agree in writing that he or she will provide you with one. If your landlord refuses, explain why you don't feel your lock is safe. If he or she still refuses, you may consider renting elsewhere or paying for the lock yourself. If you do pay for the lock yourself, ask for the landlord's permission (in writing) to put the lock on before you buy it. She or he does not have to agree to let you install it, and you probably have no right to add a lock without her/his permission. At any rate, the landlord will probably want a key in case of emergencies.

The money you spend on the lock is improving the landlord's property because once the lock is in place it becomes a fixture to the apartment and belongs to her/him. You cannot remove it when you leave. Although this may not be the best solution, it may still be a good idea for you to feel safe and secure.

Generally, when looking at an apartment to rent, you should carefully inspect it to see if there is adequate security. Check the locks on the doors and the lighting in the hallways and stairways as well as the parking areas. Check the windows to see if they have locks that work which prevent them from being lifted from the frame.

Once you are in an apartment, there are some things you can do to protect yourself. You should engrave all your valuables with your name. The police department in your city may do this without charge. If not, scratch it in yourself with a sharp object. This may help insure a return of your valuables if they are stolen. If you go out of town for any length of time, have your mail and/or newspaper held or have a neighbor pick them up. A telephone call is required

to hold your newspaper. Go to the post office and fill out a card to hold your mail. You can then pick up your mail at the end of the trip. Ask your neighbor to park her/his car in your driveway or in front of your house so it looks as if someone is home. You may also want to put your lights on a timer to give the place the appearance of activity.

If you are a woman, you should take added precautions to reduce the chances of being a victim of violence. Put only your first initial on your mailbox and in the phone book. Men may also want to put their initials on their mailboxes out of respect for the women. Do not set yourself up for a violent encounter. You don't have to speak to, open the door for, or have any contact with anyone that you do not trust — even if you are married to that person. If you are a victim of physical abuse or violence, whether rape or domestic abuse, you should call the police immediately. There are various social agencies that can help.

Pets

More than likely, you will find landlords are not happy with pets in their rented units. Some leases will allow pets, but not very many, and most require "written" consent from the landlord before you bring the pet into your house or apartment. If you wish to keep a pet in your apartment or house, you should make sure your lease states that you can do this. If it does not, try to get a clause that will allow pets. Do not rely on a rule, whether written or oral, allowing pets, because that rule could change. Try to get your landlord to state in the lease itself that you are allowed a pet. You may think a pet clause is a minor part of your lease; however, the landlord has the right to end your lease and evict you if you break it, so make it clear that your pet is allowed. Also, be careful of taking care of someone else's pets, even for a short time.

Some landlords may require an extra damage deposit or may charge a higher rent if you have a pet. If you cannot pay this, look for another place or find another home for your pet.

If you are one who likes a no pet clause because you are sensitive to noise or have allergies, make sure the landlord guarantees in writing to you that the premises will be quiet or that no tenant will be allowed to have pets. If the landlord then does not take action to stop loud noises from neighboring apartments or if your neighbors have pets, then you may be able to

get out of your lease. See the “How To Get Out of Your Lease” section of this handbook on page 26.

When a Landlord May Enter

Most leases will have clauses that allow the landlord to enter your apartment to examine the conditions of it or to make repairs or to show the apartment to possible new tenants. Try to find a lease that provides for reasonable notice, at least 24 hours ahead of time if there is no emergency. Try also to have the landlord’s entry limited to a reasonable time of the day. If your lease is silent on this or you have an oral lease, then deciding when the landlord may enter is not easy. The general rule probably is that the landlord may enter with reasonable notice during reasonable times of the day except in case of an emergency when he can enter at any time without notice. There is no law defining the terms “reasonable notice” or “reasonable time” so you have little protection under the general rule.

You do have some rights to privacy in your apartment or house. Even if your lease does not have a clause requiring reasonable notice or entry at a reasonable hour, you still have an implied right to privacy. If your landlord frequently comes in to your apartment without notice and at unreasonable hours, you should seek legal help. As a tenant, you are entitled to possession of the premises and your landlord cannot interfere unreasonably with your use and enjoyment of the premises. Therefore, if your landlord is unnecessarily invading your right to possession and privacy, you may take legal action against her/him.

As an alternative to seeking legal advice, or under the advice of an attorney, you may want to send a letter like the following one to encourage your landlord to respect your privacy.

Dear Landlord:

As a tenant of the premises located at (address), I have certain privacy rights. I request that in the future you follow these reasonable rules before entering my home:

- 1. Call at least 24 hours before you plan on coming over to let me know when you or a repairman will be here. Then, please be on time.*
- 2. If you cannot call 24 hours ahead of time, call as soon as you can before you come over. If at all possible, I will make arrangements to let you in,*



but do not be upset if it is inconvenient for me to have you in on such short notice.

- 3. Do not enter my home unless I am home, or I have given you permission on that occasion to enter without my presence, or there is some real emergency that you must inspect.*
- 4. No matter what the circumstances, always knock before you enter and wait for someone to open the door. If you follow these rules, I will welcome you as a guest whenever possible. If you do not follow these rules, I will refuse to allow you to enter.*

Sincerely,

(Your name)

Although your landlord may not have to follow these rules, stating them clearly may clear up problems in the future. Of course, as with all correspondence with your landlord, keep a copy.

Your Rights if You Rent a Mobile Home or Lot

People who rent mobile homes and/or lots in Illinois mobile home parks with five or more mobile homes have special rights under the Mobile Home Landlord and Tenant Rights Act. If you are such a person, you have the right to:

- a written lease for at least one year (unless you agree to a shorter term), not just a verbal agreement;
- automatic renewal of your lease unless you give your landlord 30 days’ notice, or your landlord gives you 30 days’ notice stating that you have violated your lease or park rules;
- have all park fees itemized specifically in your lease;

- a five-day grace period each month to pay rent without incurring a late charge, and 60 days' notice of an increase in rent, which can only occur at the end of your lease;
- pay no more than one month's rent as a security deposit;
- an itemized list of damages within 15 days after termination or expiration of the lease;
- yearly interest on your security deposit if your mobile home park contains 25 or more mobile homes;
- terminate the lease on written notice if the park owner fails to substantially comply with the lease or laws, if certain conditions are met;
- organize and participate in meetings of residents and a homeowner's association; and,
- file a lawsuit to enforce all of your rights under the law. The court may award damages or grant and injunction or other relief.

Park Rules

You must obey all reasonable rules made by the owner or manager of the park regarding the park and your mobile home or lot. The park owner or manager must give you a copy of all rules and regulations before you sign your lease, and must give you 30 days' notice before implementing a new rule.

If you do not follow the rules, the park can evict you from your mobile home or lot. Before the park can file an eviction suit against you, it must give you a written notice of the violation and 24 hours to correct the problem. The park owner or manager must take you to court to evict you, and you have the right to fight your eviction before the judge and/or a jury.

Utilities - an Overview

Applying for Services

When you apply for utility services, the utility company will first decide if you owe that company any money. They can look only at your payment record for the same services as those for which you are applying. This means that if you are applying for electric service, the electric company can only look to see if you have a past due bill to that company for electricity. If you did not pay your water bill or some

other bill, the electric company cannot refuse to give you service for that reason.

If the utility company determines that you failed to pay a past due bill for the same service at your present or some former address, they can refuse to give you services unless you pay your past due bills and/or provide a deposit and/or enter into a deferred payment agreement. See the "Deferred Payment Agreements" section of the handbook on page 21.

Utility Deposits

The utility company can ask for a deposit if you are applying for services and have failed to pay your past due bills. If you are already a customer, during the first 24 months of service, the utility company can require that you pay a deposit if you pay late. If you receive a bill every month, you must pay late four times during a 12-month period before the utility company can require a deposit. If you are billed every two months, you must be late three times in a 12-month period or late two times in a row. If you are billed every three or six months, you must be late only two times in a 12-month period before the utility company can require a deposit. You must pay a deposit, if requested, any time you tamper with the wiring, pipes, meter or any other service equipment. If the company wants to ask for a deposit, they must do it within 45 days after the event that caused them to ask for a deposit.

If you have a question about the amount of your deposit, ask the utility company about it. For gas or electric, it should be 1/6 or less of your estimated



yearly charge and you have to be given at least two billing periods to pay for it. You may also have to pay up to 1/3 of the deposit within 12 days. For water or sewer, it should be 1/3 or less of your estimated yearly charge to be paid within 30 days. They can ask you to pay 1/3 of your deposit within 12 days of their request for a deposit.

Generally, you should get your deposit back with interest after one year or when you stop services so long as you do not owe the company any money and so long as you have not repeatedly paid late or tampered with their service equipment. If you do not receive your deposit back, find out why. If you are still not satisfied, make a complaint. See the “Dispute and Complaint Procedures” section of the handbook on page 24.

Electricity and Gas

Contact the utility company before you move in so that you can have your service connected the day you arrive. You must allow at least one business day for turning on your electricity and gas. You can probably do this by phone rather than by going to their office.

If you smell gas at any time, call the gas company. They will send someone out as soon as possible to identify the problem. If you cannot reach the gas company, call the fire department for emergency shut off.

If you have any questions about who pays for electricity and/or gas, refer to your lease. If the lease requires that the landlord provide and pay for any utilities, then the landlord must do so. If the lease requires that you as the tenant pay for specific utilities, then you must do so. If the lease is silent as to who provides or pays for utilities, then it is the landlord’s responsibility.

Make sure that the responsibility for providing and paying for utilities is in your lease or in writing elsewhere. This will save a lot of trouble once the bills start arriving. If you pay for these utilities, then it is an added expense you must consider with your rent. When

moving to an apartment, you should ask how much these bills usually cost. Think about this when deciding whether or not to rent the apartment.

Water

There are both private and municipal water companies. In larger apartment complexes, generally the landlord will supply water at no extra charge to the tenant. If you have any questions, look at your lease or ask your landlord. If water is not mentioned, be sure to contact your landlord before calling the water company. If the landlord is going to supply you with water, be sure to get it in writing immediately in order to avoid future problems.

If your water bill is high, check for leaky faucets and toilets. Check the valve inside the tank of your toilet to make sure it is not leaking. If repairs are necessary, contact your landlord. If he or she is paying the water bill, you should receive speedy service and a “thank you” for reporting the problem before it costs the landlord more money.

Telephone

Contact the telephone company listed in the yellow pages of your local phone book. Stop by the office or call in advance and they will try to install the phone by the time you move into your new home. They require at least two business days’ notice for installation, but would prefer one week.

There will be a minimum installation charge if the telephone jacks are already in place and you supply the phone. If the equipment is not already in place, the fee will vary depending on the number of phone lines and services requested. If this is your first telephone service, the company will usually require an advance payment of one average monthly bill. If you have had phone service in the past and have paid your bills on time, there is no reason why you would have to pay a deposit. Complain to the supervisor if you feel you are being treated unfairly. If you are required to pay a deposit, you will receive interest on your deposit after one year. The amount of the deposit will depend on your service and credit rating.

When someone moves out and the phone bill is in her/his name, it may be necessary for the person leaving and whoever is going to take over the phone



bill to visit the phone company to make the necessary changes in writing. Make sure the person using the phone is the one being billed for it.

Call forwarding, call waiting, and similar services may cost “only pennies a day,” but can be very expensive over time. Resist the sales pitches of the phone company and get only the phone service you actually need.

Utility Problems, Solutions and Other Issues

If Your Landlord Provides Utilities

If your lease or other agreement with the landlord requires the landlord to pay the water, gas or electric utilities and he or she does not pay the bills, there are things you can do to prevent a shut-off. In this situation, the tenant or a group of tenants served by a common meter may pay for the utility service if non-payment threatens continuation of service. Any amounts that a tenant pays for utilities that the landlord was required to pay may be deducted from the rent due by the tenant or tenants. The landlord cannot evict you for this nor can he raise the rents. In buildings with three or more apartments, the utility company cannot terminate service for the landlord's non-payment until they deliver a special notice to all the tenants. If the utility company receives payment in full of all past due amounts from the tenants, the utility company must restore service to the tenants.

The utility company must also restore and continue service to any tenant who requests that the utility put the bill in her/his name and establishes satisfactory credit references or pays a security deposit. If the tenant is billed an amount for service to parts of the premises not occupied by the tenant, the landlord is liable to the tenant for those bills.

Also, when tenants in multi-unit buildings receive notice from the utility company that service is going to be shut off because the landlord didn't pay, the tenants can petition the court for a “receiver” to accept the rents and pay the utilities. An attorney is required for this procedure.

It is against the law for a landlord to rent any unit in which you the tenant must pay for utilities for common areas of the building or for other tenants, unless the landlord gives you certain information. The information must be in writing before the lease is signed or other rental agreement is made. If this happens to you, check with an attorney to see if you got

the proper information. Also, it is against the law for a landlord in a multi-unit building with a master meter to demand that the tenants pay a share of the utilities, unless the landlord tells the tenants in writing how she or she splits utility payments among the tenants.

It is unlawful for a landlord to cause utility service to tenants to be interrupted or terminated by failing to pay bills for which she or he is responsible. The landlord also cannot cause service to be interrupted by tampering with the utility's equipment or lines. If either happens, the tenant may not be required to pay rent for each month that utility service is interrupted this way. If service was interrupted this way for only part of any month, then the tenant is responsible for only part of that month's rent. A court could also order the landlord to pay other damages to tenants in this situation, including statutory damages up to \$300 per tenant if the landlord was reckless or willfully disregarded the tenant's rights.

Deferred Payment Agreements

Generally, if you owe money to a utility company and you are already a customer, that utility company may give you a chance to pay the debt off in installments. That is known as a deferred payment agreement. A utility does not have to give a customer a deferred payment agreement when the customer has failed to make a payment under such a plan during the past 12 months.

If you are applying for new service from the utility company, but owe a past due bill, it is up to the utility company to decide whether to give you a deferred payment agreement. If you are a former customer who has been cut off and you are applying for a winter re-connection, the utility company must offer you a deferred payment agreement, but only if you are otherwise eligible under special rules. See the “Winter Re-connection Rules” section of the handbook on page 23.

Any deferred payment agreement must be in writing and will require that you pay a certain amount of money for a certain number of months. This will be in addition to the regular bill, as it comes due. You will be required to pay up to 1/4 of the amount past due at the time of entering into the agreement. See the sections on “Shutting Off Your Services” and “Winter Re-connection Rules” on pages 22 and 23 for situations where your down-payment on a deferred payment agreement can be smaller. The size and duration of your payments must be determined

after taking into account a number of factors including the size of the debt, your ability to pay, your payment history, the reason for the debt, and any other relevant factors. The maximum duration of the agreement is 12 months, and the minimum is two months for all utilities except electricity and gas where the minimum is four months.

If your financial circumstances change during the period of the agreement, you are allowed to renegotiate the terms and conditions of the agreement, taking into account your new circumstances. You cannot renegotiate if more than 14 days have passed since you missed a payment under the agreement.

If you break a deferred payment agreement by missing a scheduled payment, but your gas or electric services have not been discontinued, you can get your agreement reinstated by paying all past due amounts. You have this right only once during the course of a deferred payment agreement. If any deferred payment agreement is broken and not reinstated, the utility company has the right to terminate your service.

Estimated Bills

Your bill is determined by reading the meter that measures how much energy you have used. All utility companies are required to make an actual meter reading at least every second billing period, unless they have been prevented from doing so. If the utility company is unable to read your meter, the company may leave a card and request that you mark it and mail it in or have you call your reading in. If this is not done, the company will estimate how much you



have used by looking at the past service history of your residence.

When the utility company does get in to read your meter, the estimate is corrected and you could be in for a surprise of a very large bill or a very small bill. Often, however, the estimates turn out to be close to correct. At any rate, you end up paying only for what you use. If you do receive a card, it is to your benefit to read the meter and send the card to the company or call it in to protect yourself from surprises. If you have questions about how to read the meter, the utility company will explain it to you or send you a pamphlet.

Late Payment Charges

Your due date is printed on the bill. If you don't pay by then, you may be billed a late payment charge. You get a grace period of two business days after the due date if you have mailed your payment in. A utility may consider a mailed payment to be late if it is postmarked after the due date printed on the bill.

The due date printed on the bill may not be less than 21 days after the date of postmark on the bill. The amount of the late charge cannot exceed 1.5% per month of the amount past due. Certain customers who receive a monthly benefit or support check which comes after the due date can ask the utility for a deferred payment date.

Shutting off Your Services

A utility company can shut off your utility services for a variety of reasons. If you fail to pay a proper deposit or pay a past due bill, fail to make a payment required by the terms of a deferred payment agreement, deny access to a meter or violate utility rules, then the utility company can shut your service off. However, before they can shut off service, they must give you a proper written notice separate from any bill. This notice must be in a certain form and must be on red paper.

The notice must be delivered to you at least five days before shutting off the service or eight days if the notice is mailed. A shut off notice is effective for two consecutive 20-day periods, provided you get a call from the utility during each period. If the utility does not shut off the service within the two periods, then the utility must issue a new notice before it can do so. This notice also must be in a certain form and must be on red paper.

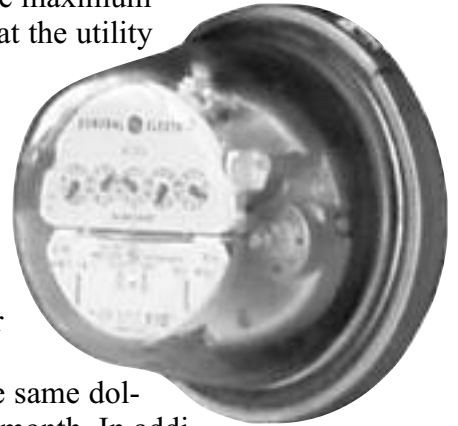
When a shut-off is not allowed

1. Utility service cannot be shut off lawfully after 2:00 p.m. on any weekday, or at any time on a holiday or weekend unless the utility can reconnect the same day.
2. Utility service cannot be shut off lawfully, or if it is shut off, must be restored if a deferred payment agreement is entered into and followed.
3. Utility service cannot be shut off and, if shut off, must be restored if the reason for the shut-off is being disputed with the utility company or the Illinois Commerce Commission. See the "Dispute and Complaint Procedures" section of the handbook on page 24.
4. If gas or electric service is necessary to heat your residence, shut-off is prohibited on any day when the National Weather Service forecasts, for the area of your residence, that the temperature will be 32 degrees F. or less at anytime during the following 24 hours. Likewise, shut-off is prohibited on any day before a weekend or holiday if the forecast indicates that the temperature will be 32 degrees F. or less during the weekend or holiday.
5. Shut-off is also prohibited for up to 60 days whenever the shut-off will aggravate an existing serious illness of any person living in the residence. To prevent the shut-off, you must have given the utility a valid illness certificate from your doctor or board of health. If there has already been a shut-off, the utility must restore service if it gets the certificate within 14 days of the shut-off. Rules specify what must be stated in the certificate. An illness certificate prohibits shut-off only for 30 days, although the certification can be renewed for another 30 days. You will still have to enter into a Deferred Payment Agreement to retire the unpaid balance. Also, you must pay all current bills as they come due.

An illness certificate must be in writing and contain the name of the ill person, a statement that he or she is a resident of the premise in question, the name, business address and telephone number of the doctor, the nature of the illness and the period of time during which termination will aggravate the illness. The doctor must sign and date the illness certificate.

Winter shut-off rules

During the winter months, (December 1 through March 31) the electric and gas companies are prohibited from shutting off service necessary to heat the residence unless the utility has first offered the customer a deferred payment agreement and a leveled payment plan. The maximum down payment that the utility can demand for a deferred payment agreement in this situation is 10% of the amount due. In a leveled plan, the customer pays for current service in approximately the same dollar amount every month. In addition, the utility must provide the customer threatened with shut-off with names and numbers of agencies that help people pay their utility bills.



If you receive a winter shut off notice, you have six business days from the date of the notice before the utility company can act. You must move quickly. Talk to the company about it. If you get no results, contact an attorney immediately. Don't wait until your utilities are shut-off. You have more rights before your utilities are shut off. If your utilities have been shut off, you may have to pay the entire charge to be re-connected, unless you qualify for the winter re-connection rules.

Winter Re-connection Rules

If your utility service has been disconnected for non-payment of a bill or deposit at any time since December 1 of the prior winter, you can get service turned back on between November 1 and April 1 of the current heating season, if you satisfy special winter re-connection rules. If you are a former customer who has an application pending for the Low Income Home Energy Assistance Program (LIHEAP), you can get service turned on as early as October 1, if you qualify. To qualify, you must not have used the special winter re-connection rules the previous year. Also, you must have paid at least 1/3 of all utility services charged since December 1 of the prior winter. You cannot qualify for special winter re-connection if the utility can prove you benefited from any tampering with its equipment.

If you qualify in this way, then the utility company must re-connect your service as soon as possible, provided you enter into a deferred payment agreement with the utility company, pay 1/3 of the amount past due, and pay 1/3 of any required deposit. If you can show the utility company that you cannot afford to pay those amounts, you can get re-connected upon paying 20% of the amount past due and 20% of any required deposit. In these cases, the utility must give you at least four months to pay off the past-due balance and three months to pay the remainder of the deposit.

Dispute and Complaint Procedures

If you question a bill or have a problem with your utility service that is not being resolved, you can call the utility company and ask for a staff person who handles disputes. If the dispute still cannot be resolved, you have the right to have the problem considered and acted on by a utility supervisor. If the dispute still cannot be resolved, you have the right to have the problem reviewed by the Illinois Commerce Commission (ICC), the state agency that regulates public utilities.

The ICC has both an informal and a formal complaint procedure. The first step is an informal complaint to the ICC Consumer Assistance Section. The utility will give you their phone number. That office will investigate the complaint and try to resolve it to the satisfaction of all the parties, but it cannot force an agreement. Municipal utilities are not subject to the ICC rules or their complaint procedures.

If the dispute still has not been resolved, then you can file a formal complaint with the ICC. If you do so, you must follow the ICC Rules of Practice and an

attorney is recommended. There will be a hearing before a hearing examiner who has the power to resolve the dispute by order and whose orders can be reviewed in the courts.

When you do question a bill, a utility company cannot shut off your services for non-payment during the complaint process so long as you:

1. pay the undisputed portion of the bill;
2. pay all future monthly bills by the due date; and,
3. follow in good faith the dispute procedures of the utility company and the ICC.

Energy Saving Tips

With today's prices, it is important that you take a good look at the expense of your utility bills. Heating and cooling your home/apartment is a large portion of energy costs. There are several ways you can reduce the load on your heating or cooling equipment and save money. The following are some heating energy savers:

1. Draft-proof windows and doors. First, test these areas for drafts. One method is to take a lighted candle and move it around the frames and sashes of the window. If the flame flickers, you need some type of weather stripping. For doors, slide a quarter under the door. If it fits and goes through, you need weather stripping to fill the gap. Try caulking or taping with heavy plastic tape where possible. You might also try weather stripping gaps with foam rubber. For windows, you might try putting plastic tightly over the windows with tacks to seal out drafts. If you have a gap at the bottom of the door, fill it in with some type of stripping such as foam rubber, a tube filled with bags, or a rolled up rug.
2. Do not turn the heat on until you have to. Use an extra blanket on cool nights.
3. Lower your thermostat to 65 or 67 degrees F. during the day and lower it to 60 or 62 degrees F. at night. You can save on your fuel costs.
4. Shut the vents in rooms you do not occupy regularly.
5. The best insulation for cool temperatures is simply to dress warmly.



Cooling Energy Savers

Overcooling is also a problem in the summer with overuse of air conditioning. Try not to use more than you need. The following are preventive tips:

1. Shut off room air conditioners or close vents of rooms you are not occupying.
2. When you use the air conditioning, set your thermostat at 78 degrees, an energy efficient indoor temperature.
3. Do not set your air conditioner at a colder temperature when you first turn it on. This will not cool the room any faster.
4. Set the fan on high except in hot, humid weather. When it's humid, set the fan on a lower speed; you get less cooling, but this will draw more moisture from the air.

The Low Income Home Energy Assistance Program (LIHEAP)

LIHEAP is a federally funded program that helps eligible low-income households pay for winter energy costs. The program is administered by the Illinois Department of Commerce and Community Affairs (DCCA) and a network of community organizations known as Local Administering Agencies (LAAs). You apply for the benefits at your local LAA.

LIHEAP is not an entitlement program. The funds available are limited, and it is on a first come-first served basis. In any fiscal year, when the money runs out, so do the benefits. In Illinois, LIHEAP starts on November 1st of each year. There is a two-month priority period for seniors and people with disabilities, who can take advantage of the program starting on September 1st. The emergency assistance component of the program also starts on September 1st.

Eligibility guidelines and standards can vary each year. Recently, eligibility has been based on 150% of the federal poverty level. Some of the highlights of the program include:

- The Heating Assistance Component. This component provides a one-time payment. The amount of the payment varies depending on household size, type of fuel, income, and geographic location. If you are a utility customer, the payment goes directly to the utilities and is split between the utility providing the primary source of heat (which gets about 67% of the benefit) and the heat related secondary energy source (which gets



about 33% of the benefit). If you pay rent but not the utilities, the LAA pays the one-time cash payment directly to you (but only if your rental expenses are greater than 30% of your income).

- The Emergency Services Component. The LAA can pay you emergency money after a disconnection from a heat related energy source or a cooling source, if a medical condition requires cooling. If you have a life-threatening medical condition, you can get these funds to prevent a disconnection. The amount of emergency money you can get is the minimal amount necessary to reconnect. These payments cannot be more than \$750 per year per household. To qualify for the emergency money, during the previous 90 day period, you must have made a payment to the primary heat utility of not less than 10% of your household's income or 20% of the total amount owed to both energy utilities. If you have not paid this much during that period, you must immediately pay it in order to qualify for the emergency money. Emergency money must be provided within 48 hours from the time you apply for it and within 18 hours if the energy crisis is life-threatening.
- The Emergency Furnace Repair Component. If you are an eligible homeowner or a landlord of an income-eligible person, you can get a special benefit if your heating system is not operating or if it is unsafe. A simple repair may be all that is needed. A replacement heating system may be necessary if the existing system is unsafe or the repairs are greater than 75% of the cost of a replacement unit.

- The Weatherization Component. This component provides energy-related home repair work. It is designed to lower the amount of energy used by low income households. The work may involve insulating walls and attics, sealing doors and windows, or replacing broken glass. The LAA will give this assistance if the household is income eligible for LIHEAP, contains a member who receives SSI, or has a total income at or below 125% of the poverty level.

LIHEAP Appeals

If your application for LIHEAP assistance is denied or not acted on promptly, you can appeal. The appeal process includes the following levels:

- **The Informal Conference.** The LAA designates a hearing officer to conduct the informal conference, which is designed to make sure that you understand the actions taken or any reason for delay. At the end of the conference, the hearing officer must give you a written decision.
- **The State Review.** If you are not satisfied with that decision, you can request a state review, which is conducted by a DCCA staff person. That person will review your file and must send you a decision in writing within 15 days of your request for review.
- **The Formal Hearing.** If you are not satisfied with the state review, you have 30 days to submit a letter to DCCA requesting a formal hearing, which is conducted by a state hearing officer. The hearing must take place within 30 days of the date of your letter, and a written decision must be made within 10 days of the hearing. If you are not satisfied with the hearing decision, you have 35 days to bring a lawsuit to have that decision reviewed by a judge.



Moving Out

1. Cancel your utilities. This is explained in the “Utilities” section of this handbook on page 19.
2. Leave an address where you can be reached with the post office, utility companies, and your landlord.
3. Clean your apartment. Check the lease and/or additional rules to determine if you must shampoo the carpet, defrost the refrigerator, clean the stove, etc. Don’t try to be nice and leave food in the refrigerator for the next tenant. Your landlord may charge you for cleaning up what you leave behind.
4. Arrange for a time for you and your landlord to check the conditions of the apartment together, if at all possible. Be sure to have the apartment’s condition put in writing before you leave. Use the “Move- In/Move-Out Checklist” in this handbook on page 32. Have it signed and dated by the landlord or some witness, preferably someone uninterested; that is, not a relative or close friend. Take pictures or videotape the apartment if you are worried about getting your damage deposit back or afraid of being held liable for damages to the apartment that you did not cause. Do not sign anything related to cleaning, damages, or repairs needed unless you agree to be charged full price for the work. Be especially wary of landlords or their employees asking you to sign documents that do not say how much the cleaning or repairs will cost.
5. Return all keys to the doors, mailbox, and storage area. This will avoid having money subtracted from your deposit as well as protecting the security and safety of the next tenants who will move into your apartment.

Ending the Landlord Tenant Relationship

How to Get Out of Your Lease

By law, you must pay rent for the full term of the lease whether or not you continue to live in the apartment. Know how long your lease runs. It may be a six or 12-month lease even though you pay rent every 30 days. If you do not pay rent as it comes due, then the landlord can sue you, collect the money owed her/him, and evict you.

There are generally only two ways to break your lease and end your duty to pay rent. One way is to get the landlord to agree to let you out. The other way is to find someone else to take over your lease. When someone else takes over your lease, it is called subletting, assigning or transferring your lease.

Consent of the Landlord

The easiest way for you to get out of your lease is if your landlord agrees. However, your landlord does not have to agree to let you out of your lease. If you do get your landlord to agree to let you out of your lease, get it in writing that he or she agrees to terminate your lease. Otherwise, you could be faced with a lawsuit for non-payment of rent even though he or she told you it was okay. When you rent your apartment, you may want to add a clause in the lease that allows for breaking of the lease upon mutually agreed upon terms.

The exact wording of an agreement by your landlord to let you out of your lease is important to make sure you are completely released from any and all claims against you that your landlord can make. Simply writing “void” on a lease or tearing up your copy isn’t enough because your landlord could always produce a copy of the original, claiming that you ended the lease without her/his consent.

Sublet, Assign and Transfer

If your landlord is reluctant to let you out of your lease, he or she may be more likely to do so if you can offer her/him another person to take over your lease and agree to pay the rent and do any other things the lease requires. This is called subleasing, assigning or transferring. Although there are confusing distinctions between subleasing, assigning, or transferring a lease, for most purposes, these are the rules:

1. You will need your landlord’s permission. Many leases state you cannot sublet (which is just

another way to say “subleasing”), assign or transfer your lease without written permission from the landlord. If this is the case, get it in writing. Your landlord does not have to agree to sublet, assign or transfer your lease.

2. Whether it is called a sublease, assignment or transfer, get it in writing. Make sure the agreement is signed and dated by your landlord, yourself, and the new tenant. Be sure you keep a copy of it.
3. You are probably still responsible for the rent. Even though another person has agreed to take over your lease, he may agree to pay less rent than you did. If this is the case, make sure you are aware of it and that you pay the difference between what you originally agreed to pay and what the new tenant is paying.

Even more important, you are probably still liable for the total rent during the term of your original lease if the new tenant does not pay. The landlord can sue either you or the new tenant, whomever the landlord chooses.

As a general rule, be cautious when you choose someone to take over your lease. Some basic tips are:

1. Check the lease to be sure you can sublet, assign or transfer your apartment and get permission, in writing, from your landlord if required. Remember, your landlord does not have to allow you to do this.
2. Try to get someone you know to take the apartment.
3. If you cannot find someone you know to take your apartment, ask your landlord if he or she knows of anyone who would be interested in taking the apartment.
4. If neither you nor your landlord knows of anyone, then put up notices around town in stores, laundromats, etc.
5. Put ads in local newspapers.

When you do sublet, assign or transfer your apartment, make sure to get the agreement in writing when you move out. Be sure to follow the check-out procedures in the “Move-In/Move-Out Checklist” page 32 and “Damage/Security Deposits” sections page 15 of this handbook to make sure you will only be charged for damages done while you were living

there. The new tenants would be wise to follow the Move-In/Move-Out procedures for themselves as well.

Other Possibilities

There are certain times in which you may be able to break your lease without your landlord's consent. If the apartment does not meet with the state and local building codes, housing codes, health requirements, zoning ordinances, etc., a health or safety hazard may exist. In some such cases, the landlord may not legally rent the apartment. If such a situation exists, you should notify the appropriate officials; i.e., health department, code enforcement, etc. Do not move out because of hazardous conditions without first seeing an attorney. Just because there may be a housing code violation is not in itself grounds for breaking a lease. Inspectors are very overworked and do not appreciate being called in to inspect your apartment when your only motive is breaking the lease rather than health and safety.

You may also have a case for moving out if you have tried to sublet, assign or transfer your apartment several times and the landlord has refused to rent to these new tenants for no apparent reason. In such a case, you should be sure to get the names, addresses and phone numbers of every person who was turned down. Again, see an attorney before you move.

Eviction

Eviction is the way a landlord removes a tenant from the premises after the lease (oral or written) has been properly ended. The violation of any clause in a lease by a tenant may give a landlord a reason to evict a tenant. Examples are: if a tenant fails to pay rent within five days after it is due; if a tenant keeps a pet and there is a no-pet clause or agreement; if a tenant makes too much noise and there is a no-noise clause.

Notice and Proceedings

The following are the steps a landlord must take in order to legally evict you. **YOU CAN ONLY BE EVICTED BY LEGAL MEANS** as described directly below. If the landlord does not follow this procedure, the eviction is illegal. If you are the victim of an illegal eviction, call an attorney. If the immediate safety of yourself or your property is threatened, call the police.

1. Your landlord must serve you with a written notice stating that he or she wants you out. The

notice must state a definite date that you have to leave. It must be dated and it must be signed by the landlord. The notice does not have to be notarized or delivered by a sheriff. However, someone must deliver it in person. Generally, posting the notice on the door or leaving it inside the premises is not proper. There are three different types of notices, depending on the reason for ending the lease:

- a. For non-payment of rent — the landlord must give the tenant at least five days' notice. The notice cannot be served until the day after rent is due. The tenant must pay the rent due within five days after the day he or she receives the notice. If you do not pay within those five days, the lease is ended.
 - b. For any other breach of the lease, the landlord must give the tenant at least 10 days' notice, stating why he wants you out.
 - c. Oral lease only — no reason - if you have an oral lease, the landlord may end the lease for no reason with at least one rental period notice. The notice must be given to the tenant on the last day or the first day of the rental period. For example, if you pay your rent monthly and rent is due on the first, your landlord may end your lease at any time by serving you with one month's notice on the day before rent is due or the first of the month. If you pay rent by the week, the landlord need only give you one week's notice.
2. In the case of a five-day notice for non-payment of rent, if you pay all of the rent within the five days, your landlord can take no further action against you and you can stay. If you do not pay the rent within the five days, but offer it to your landlord after the five days, your landlord can take the money and evict you or refuse the money and evict you. If you are being evicted for some other breach of the lease, the landlord does not have to accept any promise or solution; he can evict you unless you have a good defense to the claim that you breached your lease. If you have not left the premises by the time stated in the notice, the landlord must then take you to court. **YOU DO NOT HAVE TO LEAVE THE PREMISES UNTIL YOU HAVE BEEN IN COURT AND A JUDGE TELLS YOU TO LEAVE.**

3. Your landlord now must file suit against you and you will be served with summons. The sheriff will give you a summons, which will state the time and date that you will have to go to court for a hearing. By all means go to court. Failure to appear in court will likely result in a default judgment, which means that you will be evicted and owe whatever money the landlord is claiming. If you have moved out by the time of the court hearing, you should go to make sure the amount of money the landlord tells the judge you owe is correct. If you are still in the unit, you can ask for more time to move out. The judge does not have to give you more time, but he or she may give you anywhere from a few days to a week or two to move out.
4. At the court hearing, you will have an opportunity to tell your story. You may show up with or



without an attorney. The judge will then decide whether you must vacate the premises. If the judge decides in favor of the landlord, he or she can order you to be out that same day. This is rare, but legal. UNDER ILLINOIS LAW, IT DOES NOT MATTER IF YOU HAVE CHILDREN, IF YOU ARE PREGNANT, IF YOU ARE SICK, IF IT IS WINTER, OR IF YOU HAVE NO PLACE TO GO. (The judge can order you to move the same day you go to court, although this is rare.) If you fail to leave the premises, the sheriff can, and will, move you and your property out on the front lawn.

It is also possible the judge will allow you to stay on the premises if you can convince him that you did not break the lease. Be prepared to have any receipts,

documents or witnesses with you to help convince the judge. This will not help you if you have an oral lease and you received one rental period notice because the landlord can evict you for no reason at all.

Lock-outs and Changing Locks

Lock-outs, changing locks, utility shut-offs and using force to remove you from the premises are always illegal. Your landlord must give you notice and take you to court in order to evict you. If he or she attempts some type of force to get you to leave, call an attorney or the police.

Liability for Rent

Just because the landlord is trying to evict you does not mean you do not have to pay rent. You are liable for rent for every day you are in the premises. Even after you move out you may be liable for your rental period until a new tenant moves in.

Seizure of Property

In general, your landlord cannot take any of your personal belongings as a means to get you to move out of the premises. However, if you owe your landlord rent, he can seize your property provided that he or she immediately files suit against you, listing all the property he or she has taken. In most cases, the landlord who seizes a tenant's property fails to file suit against the tenant. In this case, the seizure is illegal and the landlord may be liable to the tenant for damages. If you experience this problem, contact an attorney.

Retaliatory Eviction

Your landlord cannot evict you for contacting the housing or building officials or for your demands that the premises meet the housing codes. If you receive an eviction notice, seek legal help to be sure of your rights.

Small Claims

Small Claims Court is a courtroom at the county courthouse where the court hears claims for money in amounts less than \$5,000. The purpose of Small Claims Court is to give people an opportunity to sue someone or defend themselves without having to be represented by an attorney. Although you may use an

attorney in Small Claims Court, you do not have to have one.

Although a broad range of cases can be heard in small claims, some very common ones are suits brought by landlords against tenants for back rent and suits by tenants against landlords for seizing the tenant's property or failing to return a deposit.

It is very easy for anyone, whether a tenant or a landlord, to bring a suit in small claims. The person bringing the suit is the Plaintiff. The person being sued is the Defendant. To file a suit, the Plaintiff must go to the small claims office at the courthouse and ask for a complaint form.

There are filing fees required to bring a small claims suit. If you have limited income and cannot afford to pay the filing fee, ask the Clerk of the Court to give you a Petition to Proceed As A Poor Person. You need to supply financial information on this petition. A Judge will then review it and enter an order that will either allow or reject your petition to file the case without paying filing fees.

On the complaint form, the Plaintiff must put her/his name and address, the name and address of the Defendant, how much money he or she is suing for or the approximate value of any items he or she wants returned, and a brief description of why the Plaintiff is suing. The Plaintiff must then pay a filing fee (depends on how much the Plaintiff is suing for) and a service fee (to have the sheriff give copies of the complaint to the Defendant). The people at the Circuit Clerk's office then set a date and time for the judge to hear the case and send copies of the complaint to the sheriff. The sheriff then gives copies of the complaint to the Defendant along with a summons, telling the Defendant when he or she has to go to court.

At the date and time to appear in court, both the Plaintiff and the Defendant should show up at the Small Claims Courtroom. If the Defendant shows up but the Plaintiff does not, the case is dismissed and the Defendant does not have to pay anything. If the Plaintiff shows up but the Defendant does not, then the Defendant loses (by default — failure to show up) and probably will have to pay whatever the Plaintiff claims the Defendant owes. If neither the Plaintiff nor the Defendant show up, the case is dismissed and the Defendant does not have to pay anything.

If both the Plaintiff and Defendant show up, the Plaintiff must explain to the judge why he or she is suing the Defendant. She/He must state exactly how much money is due her/him and must bring any documents or witnesses he or she has to support her/his story. After the Plaintiff (or any other witness for Plaintiff) has testified, the Defendant can "cross-examine" the Plaintiff or other witness.

The Defendant then must explain to the judge why he or she does not owe the Plaintiff what the Plaintiff claims. The Defendant must bring any documents or witnesses he or she has to support her/his story. After the Defendant (or any other witness for Defendant) has testified, the Plaintiff can "cross-examine" the Defendant or other witness.

After this, the judge then decides who wins and gives his or her decision. Usually, if the judge finds the Defendant must pay, the Defendant does not have to pay that day. In fact, if the Defendant refuses to pay, the Plaintiff must take her/him to court again at another time to get the Defendant to pay.

There are a variety of ways to legally collect a judgment, but you should consult an attorney if you are having trouble collecting on a judgment in your favor against the landlord. Some methods to collect a judgment include locating and freezing bank accounts, garnishing wages, and obtaining liens against property. Be aware that if your landlord obtains a judgment against you in Small Claims Court, these and other methods of collection can be used by the landlord to collect from you.

If you have questions about Small Claims Court, contact the small claims office in your county courthouse. If the case is complicated or if you are unsure, see an attorney.

Where to Get Help

Important Numbers

Illinois State Bar Association Lawyer Referral Program - 217-525-5297

Filing a Discrimination Complaint

If you feel that you have been the victim of illegal discrimination, you may file a complaint with either or both the federal or state government. These agencies only deal with illegal discrimination as discussed in the handbook under “Discrimination and Housing” on page 4. At both the federal and state level, you may file your discrimination complaint or charge online or by calling the telephone numbers listed below.

Department of Housing and Urban Development
800-424-8590
www.hud.gov/offices/fheo/index.cfm

Illinois Department of Human Rights
217-785-5100 or 312-917-6200
www.state.il.us/dhr/index.htm

There may be a local Human Rights Department or Fair Housing Commission in your city. Check your local phone book.

Need an Attorney and Can't Afford One?

Prairie State Legal Services, Inc. provides free legal help for people and groups who cannot afford legal fees.

PSLS charges no fees except for court filing costs and litigation costs that are not waived by the court.

PSLS does not handle all types of cases. Below is a list of some of the types of cases that we may handle. Contact your local office for more information.

Landlord-Tenant
Welfare problems
Emergency assistance
Health benefits
Domestic violence
Social Security and SSI
Food Stamps
Public Housing
Unemployment Compensation
Utilities

Medicaid
Medicare
Nursing home problems
Hospital bills
Racial discrimination
Utility terminations

- PSLS Cannot Handle Criminal Cases-

To be eligible for free legal help from Prairie State Legal Services, you must:

-meet certain income standards which are based on family size OR be eligible through our Senior Citizens Project or other special program; and,

-live in one of the following counties:

Boone	Kankakee	Ogle
Bureau	Kendall	Peoria
Carroll	Knox	Putnam
DeKalb	Lake	Rock Island
DuPage	LaSalle	Stark
Fulton	Lee	Stephenson
Grundy	Livingston	Tazewell
Henderson	McDonough	Warren
Henry	McHenry	Whiteside

How to Reach Prairie State Legal Services

If you want to speak to an attorney about a legal problem or question, call our Telephone Counseling Service at 800-531-7057. Your call will be answered by a Prairie State Staff Attorney. If you want to write to your local office of Prairie State Legal Services, address information is located inside the back cover of this publication.

Move- In/Move-Out Checklist

Address

Landlord

Date Moved In _____

Date Moved Out _____

Condition **Condition**
at move-in **at move-out**

ENTRY DOORS

_____ Locks
_____ Storm doors/screens
_____ Other

NOTES:

LIVING ROOM

_____ Walls/ceiling
_____ Windows/ screens/sills
_____ Floor
_____ Tile/carpeting
_____ Light fixtures
_____ Switches
_____ Woodwork
_____ Curtain rods
_____ Curtains
_____ Closets
_____ Closet doors
_____ Patio/balcony/deck
_____ Door
_____ Railing
_____ Other
_____ Other

NOTES:

KITCHEN

_____ Refrigerator
_____ Ice trays
_____ Shelves
_____ Drawers
_____ Stove
_____ Oven
_____ Racks
_____ Broiler
_____ Broiler pan
_____ Garbage disposal

_____ Sink
_____ Faucets
_____ Drain
_____ Counter
_____ Cabinets
_____ Drawers
_____ Doors
_____ Floor
_____ Tile/carpeting
_____ Walls/ceiling
_____ Windows/screens/sills
_____ Curtain rods
_____ Curtains
_____ Hood and fan
_____ Light fixtures
_____ Switches
_____ Other

NOTES:

HALL/STAIRS

_____ Carpet/tile
_____ Walls/ceiling
_____ Closet
_____ Light fixture
_____ Switches
_____ Other

NOTES:

BATHROOM

_____ Walls/ceiling
_____ Floor
_____ Faucets
_____ Carpeting/tile
_____ Sink
_____ Faucets
_____ Drain
_____ Counter
_____ Cabinet
_____ Mirror
_____ Tub
_____ Shower
_____ Faucets
_____ Drain
_____ Porcelain tiles
_____ Toilet
_____ Flush
_____ Windows/screens/sills
_____ Fan
_____ Towel holders

NOTES:

_____	_____	Walls/ceiling
_____	_____	Floor
_____	_____	Tile/carpeting
_____	_____	Window/screen/sills
_____	_____	Closet
_____	_____	Light fixture
_____	_____	Switch
_____	_____	Curtain rod
_____	_____	Curtains
_____	_____	Other
_____	_____	Other

NOTES:

_____	_____	Walls/ceiling
_____	_____	Floor
_____	_____	Tile/carpeting
_____	_____	Window/screen/sills
_____	_____	Closet
_____	_____	Light fixture
_____	_____	Switch
_____	_____	Curtain rod
_____	_____	Curtains
_____	_____	Other
_____	_____	Other

NOTES:

_____	_____	Walls/ceiling
_____	_____	Floor
_____	_____	Tile/carpeting
_____	_____	Window/screen/sills
_____	_____	Closet
_____	_____	Light fixture
_____	_____	Switch
_____	_____	Curtain rod
_____	_____	Curtains
_____	_____	Other
_____	_____	Other

NOTES:

_____ thermostat

thermostat

NOTES:

<i>Renter</i>	<i>Date</i>
---------------	-------------

Landlord _____
Date

Witness

Date

<i>Renter</i>	<i>Date</i>
---------------	-------------

Landlord _____
Date

Witness

Date

Local Offices of Prairie State Legal Services

BATAVIA

201 Houston Street, #200
Phone: 630/232-9415
Toll Free: 800/942-4612
TDD: 630/232-9414
Serving DeKalb & Kane Counties

BLOOMINGTON

102 North Center Street, #405
Phone: 309/827-5021
Toll Free: 800/874-2536
TDD: 309/828-3986
Serving McLean, Livingston
& eastern Woodford Counties

CAROL STREAM

350 South Schmale Road, #150
Phone: 630/690-2130
Toll Free: 800/690-2130
TDD: 630/690-2308
Serving DuPage County

GALESBURG

1614 East Knox Street
Phone: 309/343-2141
Toll Free: 800/331-0617
Serving Knox, Warren, Henderson, McDonough &
Fulton Counties

JOLIET (Will County Legal Assistance Program)

5 East Van Buren Street, #310
Phone: 815/727-5123
TDD: 815/723-1718
Serving Will County in cooperation with Will
County Legal Assistance Program

KANKAKEE

191 South Chicago Street
Phone: 815/935-2750
Toll Free: 800/346-2864
TDD: 815/935-2764
Serving Kankakee, Kendall & Iroquois Counties

OTTAWA

1021 Clinton Street
Phone: 815/434-5903
Toll Free: 800/892-7888
Serving Bureau, Grundy, La Salle, Lee & Putnam
Counties

PEORIA

331 Fulton Street, #600
Phone: 309/674-9831
Toll Free: 800/322-2280
TDD: 309/674-3811
Serving Marshall, Peoria, Tazewell, Stark, & western
Woodford Counties

ROCK ISLAND

208 - 18th Street, #202
Phone: 309/794-1328
Toll Free: 800/322-9804
TDD: 309/794-1302
Serving Rock Island, Henry, Mercer & Whiteside
Counties

ROCKFORD

975 North Main Street
Phone: 815/965-2902
Toll Free: 800/892-2985
TDD: 815/965-5114
Serving Winnebago, Stephenson, Boone, Ogle,
Carroll & JoDaviess Counties

WAUKEGAN

325 West Washington Street, #100
Phone: 847/662-6925
Toll Free: 800/942-3940
TDD: 847/662-4441
Serving Lake & McHenry Counties

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February 2005

The information contained in this booklet is accurate at the time of publication. This information is not meant to be legal advice or to replace the advice you should receive from an attorney. There are times when it would be wise to consult a lawyer and other times when it is essential to do so. Always remember, each individual case is unique. If you have additional questions or want legal advice, contact an attorney.

Printing of this publication was supported in part through a grant from the United States Department of Housing and Urban Development. Prairie State Legal Services, Inc. is solely responsible for the contents of this publication. The publication does not necessarily reflect the views of the Federal Government.

www.pslegal.org

ARTICLE XIV. HOUSING CODE*

***Editor's note:** Ord. No. 82-3-2, § 1, enacted Mar. 1, 1982, did not specifically amend this Code; hence, inclusion herein as Art. XIV, §§ 6-325--6-350, was at the discretion of the editor.

Cross references: Condominiums and condominium conversions, Ch. 8 1/2 fire prevention and protection, Ch. 9; garbage and refuse, Ch. 11; water and sewers, Ch. 20; subdivisions, App. A.

Sec. 6-325. Title.

These regulations shall be known as the housing code of the village, hereinafter referred to as this housing code or this code.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-326. Scope.

This code is to protect the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises as hereinafter provided by:

- (1) Establishing minimum maintenance standards for all structures and premises for basic equipment and facilities for light, ventilation, space heating and sanitation; for safety from fire; for space, use and location; and for safe and sanitary maintenance of all structures and premises now in existence;
- (2) Establishing minimum requirements for all existing buildings and structures for means of egress, fire protection systems and other equipment and devices necessary for life safety from fire;
- (3) Providing for rehabilitation and reuse of existing structures and allowing differences between the application of the code requirement to new construction and the applications of the code requirements to alterations and repairs;
- (4) Fixing the responsibilities of owners, operators and occupants of all structures, and;
- (5) Providing for administration, enforcement and penalties.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-327. Definitions.

The following words or terms, when used in this housing code, shall have the meanings, and are hereby defined, as follows:

Basement: A portion of a building located partly underground, but having less than one-half its clear floor-to-ceiling height below the average grade of the adjoining ground.

Building: Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels or property.

Building commissioner: The person so designated by the village president.

Cellar: A portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Designated authority: Consists of building commissioner, police chief, fire chief, and/or health and environmental control commissioner.

Door: A movable barrier, of wood or other solid material, on hinges or sliding track, for closing or opening a passage, or opening into a building, room or enclosure.

Dwelling: Any building which is wholly or partly used or intended to be used for living, sleeping, cooking and eating by any human occupants, containing sanitary facilities, in accordance with the Village Code.

Dwelling unit: A room or group of rooms used or intended to be used as a unit for living, sleeping, cooking and eating, containing sanitary facilities, in accordance with the Village Code.

Environmental health commissioner: The person so designated by the village president.

Extermination: The control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible, materials that may serve as their food; by poisoning, spraying, fumigation or trapping; or by any other recognized and legal pest elimination procedure approved by the designated authority.

Fire chief: The person so designated by the village president.

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking or consumption of food.

Habitable room: A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes; excluding bathrooms, water closets, laundries, pantries, foyers, or communicating corridors, closet storage spaces, stairways and elevator shafts.

Heating plant: Hot water boiler or gas forced-air heating equipment.

Motel/hotel: A building of 12 units or more, in which living and sleeping quarters (but not meals or cooking facilities) are provided by prearrangement for compensation on a daily or longer basis, for one or more persons.

Multifamily structure: [Structures that] consists of three or more dwelling units.

Occupant: Any person, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.

Operator: Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

Owner: Any person or group of persons who shall have legal or equitable title to a building containing one or more dwelling units or rooming units, the agents of said person, or any person having management or control of any such building.

Person: Any individual, firm, corporation, association or partnership.

Placard: To announce by posting a written notice.

Police chief: The person so designated by the village president.

Rubbish: Combustible and noncombustible materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke and other combustible materials; paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

Structure: Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Without limitation on the foregoing, a structure shall include building, fences, walls and signs.

Supplied facilities: Every supplied facility, piece of equipment or utility which is provided by owner.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 83-3-2, § 1, 7-20-92)

Sec. 6-328. Conflict with other ordinances; application of other codes.

(a) Whenever a provision of this housing code is found to be in conflict with a provision of any other ordinance of the village existing on the effective date of this housing code, the ordinance

which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

(b) Any repairs or alterations to a structure, or changes of use therein, which may result directly or indirectly from the enforcement of this code, shall be done in accordance with all other codes, including but not limited to the procedures and provisions of the Alsip building, electrical, plumbing, mechanical, burglary prevention and fire prevention codes and the zoning ordinance of the village.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-329. Dwellings to be in compliance with Code prior to occupancy.

No owner or other person shall occupy or let to another person any dwelling unit unless it and the premises are clean, sanitary and fit for human occupancy and complied with all applicable legal requirements of the village.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-330. Penalties.

Any person, firm, or corporation violating provisions of this article shall be guilty of a Class C ordinance violation. Each day constitutes a separate offense.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 2001-1-2, § I, 1-22-2001)

Sec. 6-331. Enforcement.

(a) *Responsibility.* It shall be the duty of the designated authority to enforce the provisions of this housing code.

(b) *Inspections.* For the purpose of enforcing the provisions of this housing code, the designated authority or his duly authorized representative is hereby authorized to make inspection of all buildings, structures and premises located within the village, to determine their compliance with the provisions of this housing code. For the purpose of making such inspections, the designated authority is hereby authorized to examine and survey all buildings, structures and premises within the village. Such inspections should be made at reasonable hours, pursuant to a complaint which, in the opinion of the designated authority, provides reasonable grounds for belief that a violation exists, or pursuant to a regular inspection program.

(c) *Right of entry.* When inspecting a building, structure or premises, the designated authority or his duly authorized representative shall furnish to the owner, occupant or operator, sufficient identification and information to enable the owner, operator or occupant to determine both the inspector's identity as a representative of the village and the purpose of the inspection. The designated authority may apply to any court of competent jurisdiction for a search warrant or other legal process for the purpose of securing entry to any building, structure or premises, if the owner, occupant or operator shall refuse to grant entry.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-332. Annual inspection.

The designated authority shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; also all buildings containing three dwelling units or more, hotels and motels.

It shall be the duty of every owner, agent, lessee, or occupant of any such building and of the person in charge or control of the same to permit the making of such annual inspection by a duly authorized inspector, at any time, upon demand being duly made.

In addition to exterior and common area inspections, the inspection shall include the interior of dwelling units, according to the following schedule:

- (1) In buildings containing from three to ten dwelling units, a minimum of one unit in each building;
- (2) In buildings containing from 11 to 20 dwelling units, a minimum of two units in each building;
- (3) In buildings containing from 21 or more dwelling units, a minimum of ten percent of the units in each building.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-333. Service of notice of violation.

Whenever, in the opinion of the designated authority, any violation of the provisions of this housing code is found to exist, he shall, within ten days after the inspection, serve written notice of such alleged violation upon the owner, occupant or operator known by the designated authority to be responsible, by:

- (1) Personal service; or
- (2) Mailing a copy thereof to the alleged violator, by regular, registered or certified mail, at his last known address; or
- (3) Posting a copy thereof in a conspicuous place in or about the building containing the alleged violation.

Such notice may include more than one alleged violation and may specify a period of time for compliance, which shall be such time as, in the opinion of the designated authority, is reasonably required to effect changes necessary for compliance. Such notice may contain an outline of remedial action, which if taken, will effect compliance with the provisions of this housing code.

The giving of notices is not a prerequisite to an abatement prosecution.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-334. Occupant to give owners access to premises.

Every occupant of a dwelling unit shall give the owner, operator, or other authorized agent, access to any part of such dwelling unit at reasonable time for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this Code.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-335. Responsibilities of owners.

- (a) Except as it may be the responsibility of every occupant under section 6-336, every owner shall keep the buildings, yards, courts, garages, fences and accessory structures in a safe and sanitary condition, clean and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter; from vermin or rodent infestation; and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulation.

(b) No owner or other person shall occupy or let to another person any dwelling unit, unless it and the premises are clean, sanitary and fit for human occupancy and have complied with all applicable legal requirements of the village.

(c) *Janitorial service.* The owners of multiple dwelling units, condominiums and/or condominium associations shall provide qualified ongoing maintenance and janitorial service.

(d) Owners of multiple dwelling units, condominiums and/or condominium associations shall maintain all public areas within the building. All corridors, exit ways, stairways and stairwells, basements and areas under stairwells must be kept clean and cleared of any debris, rubbish or any objects which would hinder movement in those areas or produce a health and fire hazard. All carpeting or tile must be kept in good repair and walls and ceilings must be kept clean and in good repair.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-336. Responsibilities of occupants.

(a) Every occupant of a dwelling unit shall keep that part of the dwelling, dwelling unit, yards, courts, garages, fences and accessory structures which he occupies or over which he has exclusive possession and right of control, in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter; from vermin or rodent infestation; and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulation.

(b) The occupant shall not place on the premises any material which causes a fire hazard or otherwise endangers the health or safety of any resident in the building. All inflammable liquids are not allowed on the premises. The occupant must not let rags and papers accumulate. All extra furniture, tables and household items should be stored in storage rooms provided by the building owner. There should be no storage in hallways or under stairs, on stairs, in lobbies, vestibules or exit ways.

(c) Every occupant of a dwelling unit shall keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition; and shall be responsible for the exercise of reasonable care in the proper use and operation thereof, and for the safe and proper operation of electrical fixtures and convenience outlets in such dwelling unit.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-337. Garbage; responsibilities of owners and tenants.

The owner or operator shall supply and maintain refuse and garbage facilities. The property owner must supply all refuse containers with tight fitting lids. In such cases, according to lease, the tenant may be required to carry garbage and waste to the refuse containers provided by the property owner.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-338. Structures not approved for occupancy.

(a) *Emergency orders.* Whenever, in the opinion of the designated authority, there are reasonable grounds to believe that any dwelling unit or building is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety of the occupants, if any, or to persons who might enter therein, or to the public in general, he shall, without awaiting a judicial determination, declare such dwelling unit or building not approved for occupancy; and shall so placard the dwelling unit or building. In determination of

whether a dwelling unit or building is not approved for occupancy under this section, existence of any one of the above and following conditions shall be sufficient, of itself, to render the building not approved for occupancy:

- (1) The interior or exterior bearing walls or other vertical structural members list, lean or buckle to such an extent as to weaken the structural support they are intended to provide;
- (2) Thirty-three percent or more damage or deterioration of the supporting member or members;
- (3) Insufficient heat;
- (4) Deterioration of damage by fire, wind or other causes, so as to no longer provide shelter from the elements;
- (5) Overloads or improperly distributed loads upon the floor or roofs, or insufficient strength for the use made of such building.

(b) *Vacation of premises.* Any dwelling unit or building determined to be not approved for occupancy, and so designated and placarded by the designated authority, shall be vacated within a reasonable time, as ordered by the designated authority; which time for vacation shall be stated on the placard.

(c) *Use of premises or equipment.* No person shall occupy a placarded building or dwelling unit, or shall use placarded equipment. No owner or operator shall allow anyone to occupy a placarded premises or use placarded equipment.

(d) *Closing or vacant structures.* If the structure or part thereof is vacant and unfit for human habitation, occupancy or use and is not in danger of structural collapse, the designated authority may post a Not Approved For Occupancy placard on the premises and may order the structure closed up so it will not be an attractive nuisance to youngsters. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause it to be closed through any available public agency by contract or arrangement by private persons. Upon refusal of the owner to pay for such service, the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. Re-occupancy will not be allowed until all board-up fees are paid.

(e) *Reoccupation of premises.* After expiration of the vacation date stated on the placard, no person shall occupy or permit any person to occupy any dwelling unit or building which has been determined to be not approved for occupancy, as provided in this section, and has been so placarded, until written approval of occupancy has been obtained from the designated authority, and the placard has been removed from the designated authority, who shall issue his approval and remove such placard whenever, in his opinion, the defects or violations on which such determination was based have been remedied, removed or corrected and such dwelling unit or building complies in all respects with the requirements of this housing code.

(f) *Entry for repairs.* After expiration of the vacation date set out in the placard, no person shall enter into, or upon, any dwelling unit or building determined as not approved for occupancy and so placarded, unless such entry be with the written approval of the designated authority, and be exclusively in connection with repair, remodeling, renovation or removal of the unit or building involved, without village permits.

(g) *Removal or defacing of placard.* Except as provided in subsection (d) hereof, no person shall remove the placard from any equipment, dwelling unit or building which has been determined as not approved for occupancy and placarded as such. No person shall deface a placard.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-339. Reserved.

Editor's note: Former § 6-339 pertained to occupying or letting dwelling units not in compliance with the applicable village code, and derived from Ord. No. 82-3-2, § 1, adopted Mar. 1, 1982. Identical provisions are found in § 6-329 of this article.

Sec. 6-340. Space requirements.

(a) *Multiple-family dwelling unit.* Every dwelling unit must contain at least 200 square feet of floor space for the first occupancy thereof and 150 square feet of floor space for each additional occupant thereof; such floor space not to include verandas, porches, terraces, balconies and basements.

(b) *Hotel/motel unit.* Every hotel or motel unit must contain at least 200 square feet of floor space; such floor space not to include verandas, porches, terraces, balconies and basements.

(c) *Single-family residence.* Every single-family residence shall be a minimum of 1200 square feet.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-341. Heat and heating facilities.

(a) *Duty to furnish heat.* Every dwelling unit shall have heating facilities which are properly installed; are maintained in safe and good working condition; and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments to a temperature of 65 degrees Fahrenheit at a distance two to five feet above floor level, when the outside temperature is a minimum of ten degrees Fahrenheit.

(b) *Temperature requirements for multifamily dwellings.* It shall be the duty of every landlord to supply heat in all dwellings from September 15 through June 1. Minimum temperature required is 65 degrees Fahrenheit from 5:00 a.m. to 10:30 p.m. From 10:30 p.m. until 5:00 a.m. a minimum temperature of 55 degree Fahrenheit must be maintained.

(c) *Manner of determining temperatures.* For the purpose of determining whether the temperature in any dwelling unit heated, as required by subsections (a) and (b) hereof, has been attained, temperature readings shall be made under the supervision of the designated authority, by means of a standard Fahrenheit/Celsius thermometer approved by the designated authority, in not less than two separate rooms in such dwelling unit; or if the dwelling unit consists of only one room and in the case of a rooming house, then in two opposite parts of the room as near the extremes as practicable; such thermometer to be placed at a point not less than two feet nor more than five feet above the floor of any such room or dwelling unit, and at least four feet away from any outside wall.

(d) *Duty to maintain temperature.* In the event the temperature is not sufficient, as defined by the Code, the owner shall repair said heating equipment within a reasonable time. If said repairs are not completed within a reasonable time, the designated authority shall have the repairs completed at the owner's expense.

(e) *Improper heating equipment.* Gas or electric appliances designed primarily for cooking or water heating purposes, and portable heating equipment employing flame and the use of liquid fuel or coal, shall not be permitted as heating facilities.

(f) *Location of heating equipment.* Heating plants designed or intended to serve one or more dwelling units or for central heating shall not be located in a habitable room.

(g) *Heating plant inspection.* Each heating plant must be inspected by a certified or licensed heating contractor, who must furnish a certificate attesting to the proper working order and safety of said heating plant. This inspection shall be done prior to September 1 of each odd-numbered year, commencing September 1, 1983. A copy of said certificate is to be posted on the boiler room door or in some other conspicuous place near the boiler.
(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-342. Hot and cold running water required.

Every kitchen sink, lavatory, bathtub or shower required by this housing code shall be connected and supplied with an adequate amount of hot and cold running water. The hot water shall be supplied at a minimum temperature of 120 degrees Fahrenheit and maximum temperature of 140 degrees Fahrenheit. Hot water must be available 24 hours a day.
(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-343. Insect screens.

During that portion of each year when the designated authority deems it necessary, windows, doors and other openings to external air of every dwelling unit shall be equipped with adequate screens and appliances, so attached and arranged as to prevent the ingress of flies and mosquitos to the interior of such dwelling unit. Every swinging screen door shall be equipped with a self-closing device in good working condition.
(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-344. Stairway lighting.

Every public hall stairway and passage way in a building containing three or more dwelling units shall be adequately lighted at all times, per Village Code.
(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-345. Storage facilities.

Storage facilities, if provided, shall be maintained in a safe and sanitary condition, shall be secure and shall be furnished with illumination.
(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-346. Exterior maintenance.

(a) *Structural members.* All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of bearing the applicable dead and live loads, as set forth in the Alsip Building Code, whether or not the building is occupied.

(b) *Foundation walls.* All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads, and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to the public safety and welfare, whether or not the building is occupied.

(c) *Exterior surfaces.* Every foundation, floor, wall, ceiling and roof shall be reasonably weathertight, watertight, insectproof and rodentproof; shall be capable of affording privacy; and shall be well-maintained and kept in good condition and repair. The roof shall be structurally sound, tight and free of defects which might admit rain. Roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the building.

(d) *Exterior doors and windows.* Every window, exterior door and basement hatchway shall be reasonably weathertight, watertight, insectproof and rodentproof; and shall be kept in good repair.

(e) *Exterior walls.* Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness into the interior portions of the walls or to the interior portion of the building. All exterior surface material, including wood, composition or metal siding, shall be maintained weatherproof and shall be properly surface-coated to prevent deterioration, whether or not the building is occupied.

(f) *Balconies and decorative trim.* All balconies and decorative trim, including but not limited to, cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings and similar decorative features, shall be maintained in good repair with proper anchorage and in safe condition.

(g) *Glazing.* Every window sash shall be fully supplied with approved glazing materials which are without open cracks or holes.

(h) *Operable windows.* Every window which must be operable, as required by this Code, shall be capable of being easily opened and of being held in an open position by window hardware.

(i) *Door hardware.* Every exterior door, door hinge and door latch shall be maintained in good condition. Door locks in dwelling units shall be in good repair, capable of tightly securing the door, per the burglary prevention ordinance.

(j) *Gutters and downspouts.* Gutters and downspouts shall be installed and maintained in accordance with accepted standards of the trades and so as not to drain onto adjoining property.

(k) *Handrails.* Every flight of stairs which is more than three risers high shall have handrails, which shall be located as required by the Alsip Code; and every open portion of a stair, porch, landing and balcony which is more than 30 inches above the floor or grade below shall have guardrails. Every handrail and guardrail shall be firmly fastened and capable of bearing normally imposed loads; and shall be maintained in good condition.

(l) *Stairs and porches.* All exterior stairs and railings and other exit facilities of every structure shall be maintained in sound condition and good repair, by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every outside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.

(m) *Garage doors.* Garages shall be kept in good repair and shall be equipped with doors that shall adequately screen the interior and ensure that the garages shall be animalproof and rodentproof. Garage doors equipped with automatic openers shall have automatic safety stops on the closing cycle.

(n) *Yard.* Every owner shall maintain the yard. In the yard, grass, trees and shrubs should be cared for so as not to become a nuisance to tenants or neighbors. Grass and vegetation height is not to exceed eight inches. No rubbish or debris may be left in the yard.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-347. Interior maintenance.

(a) *Structural members.* The supporting structural members of every building, including stairways and porches, shall be maintained structurally sound and free of deterioration, and maintained capable of carrying the applicable loads, as set forth in the Alsip Building Code.

(b) *Plumbing fixtures.* Every plumbing fixture and water and waste pipe shall be maintained in good sanitary working condition, free from defects, leaks and obstruction, per the Alsip Code. All piping through walls, floors and ceilings should have proper escutcheons.

(c) *Bathroom and kitchen floors.* Every water closet compartment floor surface, bathroom floor surface, shower wall surface and kitchen floor surface shall be constructed and maintained per the Alsip Code.

(d) *Supplied facilities.* Every supplied facility, piece of equipment or utility which is provided shall be maintained in satisfactory working condition, so that it will function safely and effectively.

(e) *Service disconnections.* No owner, occupant or operator shall cause any service facility, equipment or utility which is required under this housing code to be removed from, or shut off from or discontinued from, any occupied dwelling let or occupied by him; except such temporary interruption as may be necessary while actual repairs or alterations are in process, when discontinuance of service is approved by the designated authority; and except during temporary emergencies.

(f) *Extension cords.* Extension cords and/or other forms of temporary wiring shall not be used in lieu of permanent wiring. Extension cords shall not be used for other than short-term temporary use and shall not be run under rugs, carpets, doors or through walls.

(g) *Fireplace.* Fireplaces and other devices intended for use similar to a fireplace, shall be stable and structurally safe, and installed in a safe manner, in accordance with the applicable provisions of the Alsip Code.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-348. Insect and rodent infestation; responsibilities of owners and occupants.

Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the one infested.

Notwithstanding the foregoing provisions of this section, whenever infestation is caused by failure of the owner to maintain a dwelling in rodentproof or reasonably insectproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any building containing two or more dwelling units, extermination thereof shall be responsibility of the owner, and the village may require that the entire building be exterminated at the same time. In the event the owner does not comply within a reasonable time, the designated authority shall hire and complete the necessary work at the owner's expense.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-349. Ingress and egress.

(a) *Scope.* No person shall occupy or permit any person to occupy any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following minimum requirements.

(b) *Two means of egress.* Every dwelling unit shall be served by at least two unobstructed means of ingress and egress. This section shall not apply to hotel units, motel units or to structures presently existing at time of passage of this section.

(c) *Fire escapes.* All fire escapes shall be maintained in working condition and be structurally sound.

(d) *Exit routes.* Exits from dwelling units shall not lead through other such units, or through water closet compartments, bathrooms, or any other rooms subject to locking.

- (e) *Exit signs.* All exit signs shall be maintained, illuminated and visible.
- (f) *Dwelling unit security.* No dwelling unit shall be accessible from any hallway, room or other area not exclusively a part of such dwelling unit except through a doorway equipped with a door and a lock, as per burglary prevention ordinance.
(Ord. No. 92-7-5, § 1, 7-20-92)

Sec. 6-350. Fire safety requirements.

- (a) *Scope.* Every owner or operator shall provide and maintain such fire safety facilities and equipment in compliance with these requirements and shall other applicable ordinances and codes of the village. No person shall occupy or permit any person to occupy any premises which do not comply with the following requirements.
- (b) *Fire protection systems and equipment.* All fire protection systems and equipment shall be maintained in proper operating condition at all times. Fire alarms and detecting systems shall be suitable for their respective purposes.
- (c) *Fire suppression systems.* Fire suppression systems shall be maintained in good condition, free from mechanical injury. Sprinkler heads shall be maintained clean, free of corrosion and paint, and not bent or damaged.
- (d) *Standpipe systems.* Hose stations shall be identified and accessible. The hose shall be in proper position, ready for operation, dry and free of deterioration.
- (e) *Fire extinguishers.* All portable fire extinguishers shall be visible and accessible, and maintained in an efficient and safe operating condition.

(Ord. No. 82-3-2, § 1, 3-1-82; Ord. No. 92-7-5, § 1, 7-20-92)

Secs. 6-351--6-359. Reserved.

 National
Neighborhood
Watch Program

Preventing Burglaries– How to Protect Your Home



Crime continues to be a major concern of both citizens and their law enforcement agencies, although the alarming increase in crime in America in recent years appears to be leveling off.

Since 1990, national trends show burglaries down 32 percent. A large part of the credit for this encouraging news can go to an effective idea which is available to citizens nationwide: the National Neighborhood Watch Program.

The National Neighborhood Watch Program is designed to involve individual citizens in the crime prevention process. It was organized in 1972 by the National Sheriffs' Association in response to the requests of several national law enforcement groups to develop a crime prevention program based on citizen participation.

When citizens take positive steps by learning how to secure their property and report suspicious activities around their homes, they are helping themselves as well as their neighbors.

Neighborhood Watch focuses on the prevention of residential burglary.



Here's why:

The estimated 2.1 million burglaries committed in the United States in 1999 account for approximately 18 percent of reported serious crime. Two of every three burglaries in 1999 were committed in houses, apartments, or other residential dwellings. The majority of residential burglaries (60 percent) occurred during daylight hours, while non-residential burglaries occurred primarily at night.

Burglary is expensive to the victim. In 1999, while the average loss for both residential and non-residential property burglaries declined from the previous year, victims still experienced an estimated total loss of \$3.1 billion. The average dollar loss per residential burglary was \$1,441.00, and for non-residential burglaries, \$1,490.00.

About 64 percent of all burglaries required forcing a door or window to gain entry. Most houses and apartments are protected by simple and relatively ineffective door and window locks. Modern hardware is available for these locks which will stop the amateur and slow up the experienced burglar. In communities of every size during 1999, the number of burglaries and the financial loss to the victims point to the continued need for vigilance.

Target hardening, or protecting vulnerable areas of your home and property by means of physical security devices, is an excellent starting point for reducing the likelihood that your house or apartment will be burglarized.

Remember the three D's of burglary prevention:



Deter — Sound residential security practices and good locks are a deterrent since they eliminate the opportunity for an easy burglary.



Detect — The possibility of detection is increased if you can force a burglar to work where he can be observed. A burglar also wants to avoid drawing attention to himself by making noise, such as breaking glass or smashing doors. Alarms on doors and windows are the surest way to detect a burglar, but watchful neighbors alert to unusual activity who will notify law enforcement authorities are also an effective means of detection.



Delay — Delaying a burglar for four minutes is generally considered sufficient to prevent entry into a residential dwelling. A burglar wants to avoid being caught, so the longer it takes to force a door or window, the greater his risk. It is nearly impossible to make a house or apartment impregnable, but it is relatively easy and inexpensive to make forced entry difficult and to delay the burglar.



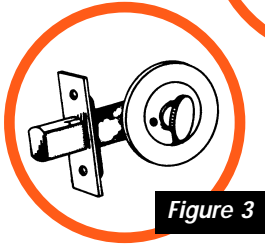
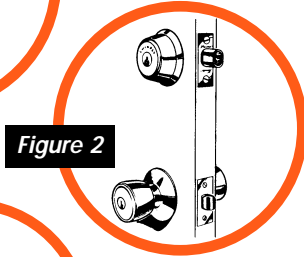
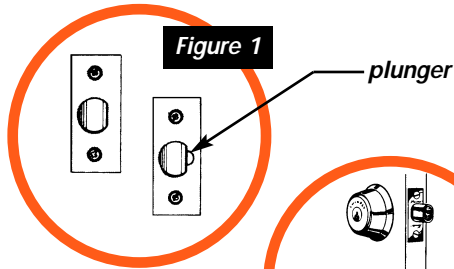
By keeping in mind the principles of deterrence, detection, and delay, you will be more likely to deny the burglar access to his target.

This booklet is designed to aid you in inspecting your home for security. Take time to put your own house in order. Then talk to your neighbors about how you can help each other keep your entire neighborhood safe.


If you want advice or assistance for your own house or for your neighborhood, your local law enforcement agency is ready to help.

You don't have to be one of the two million residential burglary victims and neither do your neighbors. Remember — crime prevention begins at home.

DOORS



HINGED DOORS

 The most common door type in houses and apartments for use in front entries, porch doors, and doors from garages and basements into the living area of a residence is the hinge door. It is important that all exterior hinge doors be of solid core construction (1 3/4" thick if made of wood) or metal clad. Hollow-core or composition board doors can easily be battered or bored. When checking the security of your doors, the door itself, as well as the hinges, locks, and other hardware, must be considered.

LOCKS FOR HINGED DOORS

The most frequently used lock for hinge doors is the key-in-the-knob latch lock. For all key-in-the-knob locks, a dead-latching plunger type is recommended. (Figure 1)



Since key-in-the-knob locks can be forced by breaking off the knob, or opened by prying or slipping a piece of plastic between the jamb and the bolt, all exterior door locks of this type should be supplemented by the addition of a deadbolt. (Figure 2)



If there are no glass panels in the door itself or within 40 inches of the locking mechanism, doors can be equipped with a single cylinder deadbolt lock with a one-inch throw. The lock is key-operated from the outside, and is operated from the inside by a thumb turn. (Figure 3)




When installing a deadbolt, attach the strike plate to the door with three-inch screws. The screws should penetrate through the frame to the structure.

If your door has glass panes or if there are windows within 40 inches of the lock, a double cylinder deadbolt is recommended. (Figure 4) Double cylinder deadbolt locks are key-operated from both the inside and the outside.

The jimmy-proof deadbolt lock (Figure 5) can be used on any hinge door where the strike can be securely fastened to the door frame. These locks come in both double cylinder and inside thumb-operated models.

PINNING HINGED DOORS

 If your door hinges are located on the outside of the door, non-removable hinge pins should be used. There is also a simple way to prevent removal of a door if hinge pins have been extracted. Insert headless screws into the back edge of the door midway between the hinges. Drill an opposing hole in the door jamb to receive the screw when the door is closed. (Figure 6)

Doors with glass panels may require special treatment such as security screening or decorative grilles securely mounted using non-removable screws. (Figure 7) Another alternative is to reinforce the glass with clear acrylic plastic or polycarbonate sheeting to prevent it from being shattered. Doors from the garage or the basement into the main living area of the house should be of solid core construction and equipped with secure locks.


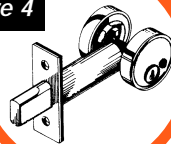
 For solid panel exterior doors, a viewer is recommended. (Figure 8)

Figure 4



! Special care must be taken to allow for emergency exit. Occupants must have easy access to keys.

Figure 5

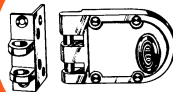


Figure 6

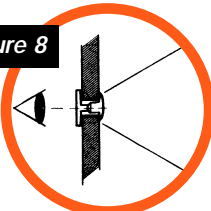


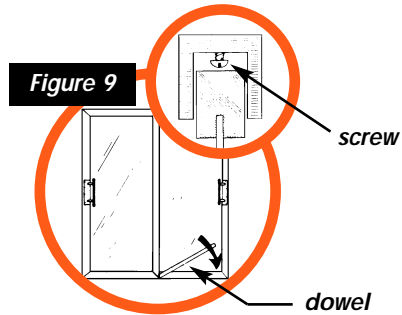
! Allow headless screw to protrude approximately 1/2 inch.

Figure 7



Figure 8



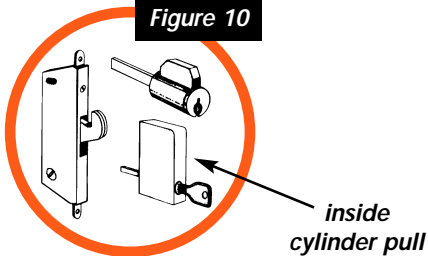


SLIDING GLASS DOORS

Sliding glass doors present a major security problem if they do not have the proper locks, and if special steps are not taken to prevent removal of the door. An inexpensive security measure involves placing a dowel in the bottom track to prevent the door from being pried open. (Figure 9)



A sliding glass door is lifted into position when installed and, therefore, can be lifted from the track to be removed by a burglar. To prevent this, it is recommended that two or three sheet metal screws be inserted into the track above the sliding door. These screws should be adjusted so that the top of the door barely clears them when it is operated. (Figure 9)



The best lock for a sliding glass door is a deadlock, which utilizes a bore pin tumbler cylinder and is operable by a key from the outside. The lock bolt should engage the strike sufficiently so that it will not be disengaged by any amount of movement. When the existing inside pull has to be changed in order to accommodate a new deadlock, an inside cylinder pull is recommended as a replacement. (Figure 10)



CRIME PREVENTION BEGINS AT HOME

Front Entrance — All front entrance doors should be metal clad or of solid core wood construction. A deadbolt lock, in addition to the key-in-the-knob lock, is essential. Use a wide-angle viewer rather than a door chain to observe callers. A screen door or storm door offers additional protection if kept locked.



Ground Floor Windows — All ground floor windows should have key-operated sash locks or other locks as described in this booklet. Keep your windows closed and locked when you are away. Screens and storm windows should be securely fastened to the structure.



Upper Floor Windows — Keep your second floor secure by trimming tree branches away from the house to prevent access, and do not store ladders where a burglar can use them. Lock all windows while you are away. Take the same precautions as with ground floor windows.



Basement Windows — Close and lock your basement windows. If they are not required for ventilation or emergency exit, they should be permanently secured by using nails through the window frame into the structure.



Garage Door — The garage door should always be closed and locked. Treat the entrance door from the garage to your house the same as an exterior entrance. A burglar in your garage can work on your house door undetected.



Porch and Patio Doors — Treat all exterior doors on the rear and sides of your home as possible targets for entry. Since they may be less observable from the street and by neighbors than a front entrance, extra precautions may need to be taken.



Yard Lights — Each exterior entrance, including the garage door, should be well lighted. Post lights in your yard or floodlights mounted under the eaves to prevent blind spots where burglars can hide. Low cost controls for exterior lights will turn them on and off at specified times, or motion-sensor lighting can be installed.



Interior Lights — When you are away from home, whether on vacation or just for the evening, keep some interior lights burning. To create the appearance that someone is at home, use a timer to turn lights on and off at normal times. A radio playing adds to the illusion that the house is occupied.



Landscaping — When placing trees, bushes, and flowers, remember to keep doorways, windows, and porches clear. Remember that the bushes that provide you with privacy also give a burglar a place to hide. Plan your landscaping with both privacy and security in mind.



Be Neighborly — Share with your neighbors your concern about burglary. Tell them what you are doing to protect your home. Ask them to report any suspicious persons or activities around your home to your law enforcement agency. Good neighbors make safe neighborhoods.

WINDOWS

DOUBLE HUNG SASH WINDOWS

Double hung sash windows, which operate upward and downward, usually have simple crescent latches which can easily be jimmied. The most effective protection for double hung windows is a key-locking security sash lock. (Figure 11) These should be mounted with two-inch or three-inch screws. Storm windows and screens offer some additional protection.

For extremely vulnerable windows, heavy-gauge metal ornamental grilles may be used. (Figure 12) Grilles should be attached with non-removable screws or fastened from the inside.

Pinning double hung sash windows provides an inexpensive and effective solution. Pinning can be accomplished by drilling holes at a downward angle in each top corner of the inside sash, and entering the outside sash. The window can then be secured by inserting nails through the holes which prevent it from being raised. (Figure 13)

SLIDING, CASEMENT, AND JALOUSIE WINDOWS



Protect all of your windows. Remember that second floor and basement windows are as important as first floor windows. Screens and storm windows are always an asset if properly secured.

Sliding windows, either metal or wood frame, should be protected in the same way as sliding doors. Wooden dowels laid in the track and screws set in the track to prevent the window from being lifted out are effective protective measures.

Figure 11

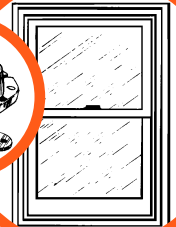


Figure 12

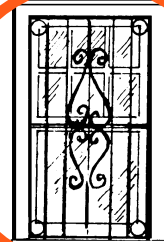
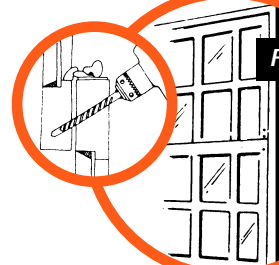


Figure 13



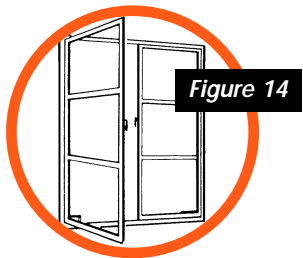


Figure 14

Casement windows generally open and close by means of a gear operating handle and have a locking device which secures the window to the center post. (Figure 14) Some protection is offered by removing the crank handle from the opening mechanism when away from home. Do not leave casement windows partially opened as they can then be easily forced.



Jalousie (louvered) windows are a high security risk because individual slats are easily removed to allow access. (Figure 15) Jalousie windows should be replaced if possible, or a protective grille or screen should be added.

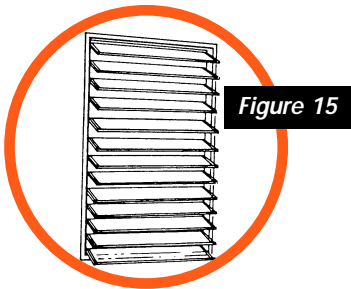


Figure 15

YARDS

- ✓ **Garages** — Garage doors are a possible means of entry to your house, as well as offering a burglar the opportunity to steal automobiles, tools, bicycles, and other property stored in the garage. Keep your garage door closed and locked.
- ✓ **Walks and Driveways** — Walks and driveways should be kept free from offering concealment to intruders.
- ✓ **Gates and Fences** — While offering possible concealment to burglars, gates and fences properly used can also deter the removal of large items and increase the difficulty of breaking in.
- ✓ **Prune Large Trees** — Low limbs can provide second story access.
- ✓ **Lawn Care** — A well-manicured lawn provides an effective clue that someone is at home and cares.
- ✓ **Trim Shrubs** — Deny burglars a hiding place to work — don't block the view. Permit ready visibility by neighbors and police.



✓ **Alarms** — Residential burglar alarms are available from electrical and hardware dealers, as well as entire systems that may be leased or purchased from alarm companies. Most residential alarms emit a loud noise from a bell, siren, or tone generator. An audible alarm on doors and windows can be an effective deterrent to the amateur burglar. If you do install an audible alarm, make sure that your family and your neighbors are informed about its function and that they are trained to call your law enforcement agency when they hear the alarm. Your law enforcement agency should be consulted when you install an alarm.

LIGHTS

Exterior lighting is extremely important in residential security. Each exterior doorway should be lighted to prevent a burglar from concealing his activities. Yards and areas around windows should be lighted to prevent concealment. A number of ornamental porch lights and lamp post lights are available which can help eliminate night blind spots. (Figure 16)

Yard lights and entrance lights can be equipped with sensors which will turn the light on at dusk and off at dawn. Motion sensor lighting can also be installed that will activate when a person walks past or some other movement takes place. (Figure 17)



To give the appearance that you are at home, use an electric timer to turn lamps on in the evening and off at your normal retirement hour. (Figure 18)

Timers can be used to turn on radios as well as lamps. Use at least one timer on each floor of the house.

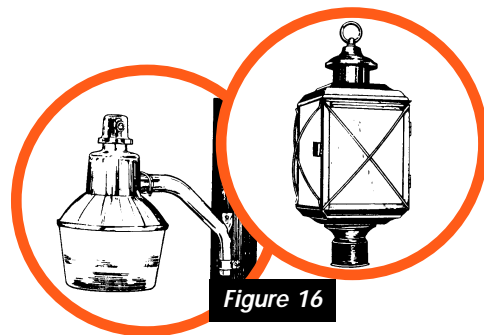


Figure 16

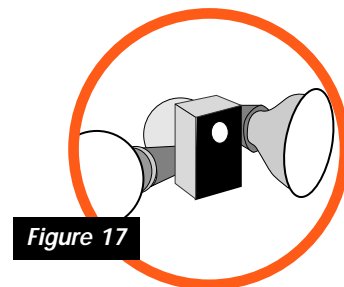


Figure 17

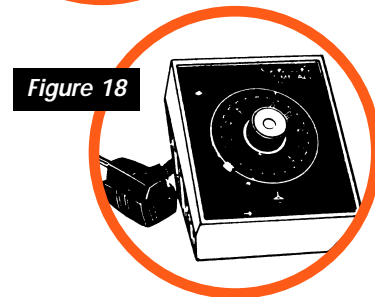
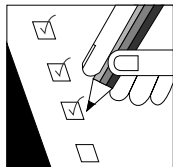


Figure 18



HOME SECURITY INSPECTION CHECKLIST



The following checklist was designed to help you make a security survey of your own home.

The first purpose of a home security inspection is to identify features in your home or the daily routines of your family which might make your home an easy target for a burglar.

The security inspection should begin at your front door, and include an inspection of all your doors and windows, locks, lights, and landscaping. Each question for which you answered with a checkmark in the orange shaded column indicates a security weakness or hazard which requires your attention.

If you would like professional advice and assistance in conducting a thorough home security inspection, call your local law enforcement agency.

Doors

1. Are all outside doors in the house of metal or solid wood construction?

2. Are door frames strong enough and tight enough to prevent forcing or spreading?

3. Are door hinges protected from removal from the outside?

4. Are there windows in any door or within 40 inches of the locks?

5. Are all door locks adequate and in good repair?

6. Are strikes and strike plates adequate and properly installed?

☐ Yes

☐ Yes

☐ Yes

☐ No

☐ Yes

☐ Yes

☐ No

☐ No

☐ No

☐ Yes

☐ No

☐ No



7. Can the locking mechanism be reached through a mail slot, delivery port, or pet entrance in the doorway?

☐ No

☐ Yes

8. Is there a screen or storm door with an adequate lock?

☐ Yes

☐ No

9. Are all entrances lighted with at least a 40 watt light-bulb?

☐ Yes

☐ No

10. Can the front entrance be observed from the street or public areas?

☐ Yes

☐ No

11. Does the porch or landscaping offer concealment from view from the street or public areas?

☐ No

☐ Yes

12. If there is a sliding glass door, is the sliding panel secured from being lifted out of the track?

☐ Yes

☐ No

13. Is a "charley-bar," dowel, or key-operated auxiliary lock used on sliding glass doors?

☐ Yes

☐ No

Entrances From Garage and Basement

14. Are all entrances to living quarters from the garage and basement of metal or solid wood construction?

☐ Yes

☐ No

15. Does the door from the garage to the living quarters have locks adequate for an exterior entrance?

☐ Yes

☐ No

16. Does the door from the basement to the living quarters have an adequate lock operated from the living quarters side?

Windows

17. Do all windows have adequate locks in operating condition?

18. Do windows have screens or storm windows that lock from the inside?

19. Do any windows open onto areas that may be hazardous or are prone to entry by burglars?

20. Do windows that open to hazardous areas have security screens or grills?

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ No

☐ Yes

☐ Yes

☐ No

21. Are exterior areas of windows free from concealing structures or landscaping?

22. Is the exterior adequately lighted at all window areas?

23. Are trees and shrubbery kept trimmed back from upper floor windows?

24. Are ladders kept outside the house where they are accessible?

Basement Doors and Windows

25. Is there a door from outside to the basement?

26. If so, is that door adequately secure for an exterior door?

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ No

☐ Yes

☐ No

☐ Yes

☐ Yes

☐ No

27. Is the outside basement entrance lighted by an exterior light of at least 40 watts?

☐ Yes

☐ No

28. Is the outside basement door concealed from the street or neighbors?

☐ No

☐ Yes

29. Are all basement windows adequately secured against entrance?

☐ Yes

☐ No

Garage Doors and Windows

30. Is the garage door equipped with an adequate locking device?

☐ Yes

☐ No

31. Is the garage door kept closed and locked at all times?

☐ Yes

☐ No

32. Are the garage windows secured adequately for ground floor windows?

☐ Yes

☐ No

33. Is the outside utility entrance to the garage as secure as required for any ground floor entrance?

☐ Yes

☐ No

34. Are tools and ladders kept inside the garage?

☐ Yes

☐ No

35. Are all entrances to the garage lighted on the outside by at least a 40 watt light-bulb?

☐ Yes

☐ No



The National Sheriffs' Association
In Cooperation With Your Local Law Enforcement Agency



For additional materials contact:
The National Sheriffs' Association
1450 Duke Street, Alexandria, Virginia 22314-3490
(703) 836-7827 • Fax (703) 519-8567

NATIONAL NEIGHBORHOOD WATCH PROGRAM

HOME SECURITY INSPECTION CHECKLIST



An important step in preventing home burglary and other crimes is to make sure that a residence is as secure as possible. A careful inspection by someone trained to observe security precautions can indicate features which would make entry easy — or difficult — for a prospective burglar.

Chances are good that home security can be improved. Take a hard look at entry points in your residence and determine what steps can reduce vulnerability.

A security inspection begins at the front door and goes on to include side and rear doors, windows, locks, lights, and landscaping. Checks in the orange column of this checklist indicate security weaknesses or hazards that require attention.

This survey may be used by law enforcement professionals or others trained in crime prevention. Neither the inspector, the local law enforcement agency, nor NSA have any liability to you other than to use our best judgment in this inspection and these recommendations.

We appreciate the opportunity to be of assistance to you in the community's fight against crime. We urge you not only to take steps to make your own residence safer, but also to become active in a Neighborhood Watch program for the benefit of your entire community.

FOR FURTHER INFORMATION YOU MAY CALL:

This form was produced and distributed by
THE NATIONAL SHERIFFS' ASSOCIATION
in cooperation with your
local law enforcement agency

FRONT ENTRANCE

RECOMMENDATIONS & COMMENTS

- | | | |
|---|------------------------------|------------------------------|
| 1. Is door itself of metal or solid wood construction? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Is doorframe strong enough and tight enough to prevent forcing or spreading? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Are door hinges protected from removal from outside? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Are there windows in the door or within 40 inches of the locks? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 5. Is door secured by a deadbolt lock with a minimum 1-inch throw? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Are strikes and strike plates adequate and properly installed with 3-inch screws? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. If there are no windows in door, is there a wide-angle viewer or voice intercom device? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8. Can the lock mechanism be reached through a mail slot, delivery port or pet entrance at doorway? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 9. Is there a screen or storm door with an adequate lock? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 10. Is exterior or front entrance lighted with at least a 40-watt light? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11. Can front entrance be observed from street or public areas? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 12. Does porch or landscaping offer concealment from view from street or public areas? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |

SIDE OR REAR ENTRANCE

- | | | |
|---|------------------------------|------------------------------|
| 13. Is door itself of metal or solid wood construction? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 14. Is doorframe strong enough and tight enough to prevent forcing or spreading? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 15. Are door hinges protected from removal from outside? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 16. Are there windows in the door or within 40 inches of the locks? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 17. Is door secured by a deadbolt lock with a minimum 1-inch throw? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 18. Are strikes and strike plates adequate and properly installed with 3-inch screws? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

SIDE OR REAR ENTRANCE

RECOMMENDATIONS & COMMENTS

- | | | |
|---|------------------------------|------------------------------|
| 19. Can the lock mechanism be reached from outside through a delivery port or pet entrance? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 20. Is the exterior of the doorway lighted by at least a 40-watt bulb? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 21. Is doorway concealed from street or neighbors view by porch, fence, or landscaping? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 22. Does doorway have screen or storm door with adequate lock? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 23. If door is sliding glass door, is the sliding panel secured from being lifted out of the track? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 24. Is a "charley-bar" or key-operated lock used on sliding glass door? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

ENTRANCES FROM GARAGE AND BASEMENT

- | | | |
|--|------------------------------|-----------------------------|
| 25. Are all entrances to living quarters from garage and basement of metal or solid wood construction? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 26. Does door from garage to living quarters have locks adequate for exterior entrance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 27. Does door from basement to living quarters have an adequate lock operated from living quarters side? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

GROUND FLOOR WINDOWS

- | | | |
|--|------------------------------|------------------------------|
| 28. Do all windows have adequate locks in operating condition? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 29. Do windows have screens or storm windows that lock from the inside? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 30. Do any windows open onto areas that offer special risk to burglary? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 31. If so, do these windows have security screens or grills? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 32. Are exterior areas of windows free from concealing structure or landscaping? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 33. Is exterior adequately lighted at all window areas? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

UPPER FLOOR WINDOWS

RECOMMENDATIONS & COMMENTS

- | | | |
|---|------------------------------|------------------------------|
| 34. Do any upper floor windows open onto porch or garage roofs or roofs of adjoining buildings? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 35. If so, are they secured as adequately as if they were at ground level? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 36. Are trees and shrubbery kept trimmed back from upper floor windows? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 37. Are ladders kept outside the house where they are accessible? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |

BASEMENT DOORS AND WINDOWS

- | | | |
|--|------------------------------|------------------------------|
| 38. Is there a door from outside to the basement? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 39. If so, is that door adequately secured for an exterior door? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 40. Is outside basement entrance lighted by exterior light of at least 40 watts? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 41. Is outside basement door concealed from street or neighbors? | No <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 42. Are all basement windows adequately secured against entrance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

GARAGE DOORS AND WINDOWS

- | | | |
|--|------------------------------|-----------------------------|
| 43. Is automobile entrance door to garage equipped with adequate locking device? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 44. Is garage door kept closed and locked at all times? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 45. Are garage windows secured adequately for ground floor windows? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 46. Is outside utility entrance to garage as secure as required for any ground floor entrance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 47. Are tools, ladders and other equipment kept in garage? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 48. Are all garage doors lighted on the outside by at least a 40-watt bulb? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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LISA MADIGAN
ILLINOIS ATTORNEY GENERAL

ACCESSIBLE PARKING FOR PEOPLE WITH DISABILITIES

A Guide to Your Rights Under the Law

Illinois residents with disabilities deserve the same high quality of life as non-disabled residents. The Office of the Attorney General is dedicated to tearing down barriers to accessibility for people with disabilities and replacing them with compassion and common sense.

The Disability Rights Bureau strives to make schools, the workplace, and all public facilities open and available to everyone. Questions and complaints about accessible parking represent the largest category of inquiries to the Bureau.

This brochure was developed to clarify accessible parking laws. If you have a question, see improperly marked accessible parking spaces or find a facility without any accessible parking spaces at all, please contact the Disability Rights Bureau.

It is the goal of the Office of the Attorney General to ensure full accessibility for all Illinois residents.

What is Accessible Parking?

Any facility offering parking for employees or visitors must provide accessible parking for persons with disabilities. An accessible parking space consists of a vehicle space and a striped access aisle. The entire space must be kept clear of obstructions at all times, including ice, snow, shopping carts, trash cans, potted plants, seasonal garden displays, bicycle racks and wheelstops.

Space Requirements

To comply with Illinois law, a minimum number of accessible parking spaces must be provided:

Total Off-Street Parking Spaces Provided	Number of accessible parking spaces required
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total number
over 1,000	20 plus 1 for each 100 over 1000

Medical facilities specializing in treatment....20% of total # of persons with mobility impairments

Outpatient medical facilities 10% of total number

Accessible Parking: Know the Rules

Location

Accessible parking spaces must be placed on level pavement on the shortest accessible route to an accessible entrance. If a curb ramp already exists, the accessible space may be placed near the ramp, even if it means placing the space further from the accessible entrance. If a curb ramp is new, both the curb ramp and the accessible parking space must be placed closest to the accessible entrance. A curb ramp must never be built into the diagonally-striped access aisle of an accessible parking space.

Size and Markings

Each accessible parking space, except on-street spaces, shall be 16 feet wide, with either an eight-foot wide or five-foot wide diagonally striped access aisle. A high quality yellow paint, manufactured especially for pavement striping, must be used. Adjacent accessible parking spaces cannot share a common access aisle.

Signs

A U.S. Department of Transportation R7-8 (Reserved Parking) and a R7-I101 (\$250 fine) sign must be mounted on a permanent post no lower than four feet from the pavement. The post must be mounted in the center of the 16-foot wide accessible parking space, no more than five feet from the front of the parking space. (A municipality may impose a fine up to \$350.)

To Register a Complaint

Individuals who see improperly marked accessible parking spaces, or facilities with no such spaces, can register their complaint with the Disability Rights Bureau.

Illinois Attorney General's Office
www.IllinoisAttorneyGeneral.gov

500 South Second Street
Springfield, Illinois 62706
(217) 524-2660
TTY: (877) 844-5461

100 West Randolph Street
Chicago, Illinois 60601
(312) 814-5684
TTY: (800) 964-3013

1001 East Main Street
Carbondale, Illinois 62907
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TTY: (877) 675-9339

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This material is available in alternate format upon request.

May 2008

The Crime Free Multi-Housing Program and its corresponding Workbook were originally developed by Timothy L. Zehring of the Mesa, Arizona Police Department in 1992. The Program was designed to be law enforcement-driven, and had been used effectively in over seventeen hundred communities across the United States and in Canada by the year 2000. Its utility and application continues to grow.

Thanks are extended to the Officials of the Village of Alsip for their support of the implementation of this program in our City, as they have enacted an ordinance which requires that any owner, agent, or designee of residential rental property is required to utilize the Crime Free Lease Addendum, which shall give the landlords the authority to initiate an eviction proceeding as specified in the Illinois Compiled Statutes Forcible Entry and Detainer statutes. The Addendum, to be added to the lease, cites specific actions that will be taken by the Management when the Tenant or someone under the Tenant's control is involved in criminal, illegal, or dangerous activity on or near the rental property.

The Crime Free Multi-Housing Program is a police-sponsored program, designed to be simple to implement and yet has shown itself to be extremely effective in reducing criminal activity in rental properties. It involves a unique three-phase certification program, applicable for rental properties and complexes of all sizes, including single-family rental houses. The first phase consists of the completion of an eight-hour program for property owners or their agents or designees, taught by police and fire personnel, which includes crime prevention tactics and explanation of the implementation of the Crime Free Lease Addendum. The second phase involves assessing physical security and the general appearance of the property, in regards to crime deterrence. The third and final phase consists of the Police Department conducting a "Safety Social" for the residents at the involved rental property. This has occasionally included guest speakers to address specific topics relating to the individual property.

This manual was adapted and revised for use in and by the Village of Alsip by Alsip Police Department's Deputy Chief Christopher Radz. Its purpose is to provide accurate and authoritative information about the subject matters addressed. It is being offered as a community service for the sole purpose of reducing the likelihood of criminal activity in our rental communities. It is presented with the understanding that the Village of Alsip and the Alsip Police Department are not and can not be engaged in rendering legal, accounting or other professional service, other than crime prevention education; let it be known that if legal advice or other expert assistance is required, the services of a competent professional person should be sought.

Mayor Patrick Kitching
Clerk Deborah Ven Huizen

Police Chief Robert Troy
Village of Alsip's Board of Trustees

Program Director Deputy Chief Christopher Radz
Crime Free Programs Coordinators Lt. Steven Daddona and Ofc Cynthia Delia
All of the dedicated men and women of the Alsip Police Department