

ORDINANCE 2022-051

AMENDING OF CHAPTER 10 “LANDLORD-TENANT REGULATIONS” OF THE MUNICIPAL CODE OF THE CITY OF DEKALB, ILLINOIS AS IT PERTAINS TO THE CRIME FREE HOUSING PROVISIONS.

WHEREAS, the City of DeKalb (the “City”) is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, pursuant to 775 ILCS 5/3-102.5, an owner or any other person engaging in a real estate transaction is not prohibited from using an arrest record to prohibit the tenant, a member of the tenant’s household, or a guest of the tenant from engaging in unlawful activity on the rental premises; and

WHEREAS, the City’s corporate authorities find that there has been a well-documented dramatic increase in violent and unlawful criminal activity in the Chicago metropolitan area and other urban areas throughout the nation during the last year; and

WHEREAS, the City’s corporate authorities find that there has been a recent dramatic increase in violent and unlawful criminal activity at various rental properties located in the City; and

WHEREAS, the City’s corporate authorities find that the occurrence of unlawful criminal activity at rental properties located in the City creates a nuisance which substantially annoys and endangers the public health, safety, and welfare of the City; and

WHEREAS, the City’s corporate authorities find that the City’s existing crime free housing regulations fail to sufficiently protect the public health, safety, and welfare of the City because they tolerate the occurrence of multiple instances of unlawful criminal activity by negligent rental property owners, managers, and tenants who fail to exercise reasonable care to prevent the occurrence of such unlawful criminal activity at rental properties in the City; and

WHEREAS, the City’s corporate authorities find that the City and its rental property owners, managers, and tenants must work together to create a safe and welcoming environment which does not tolerate the occurrence of unlawful criminal activity at rental properties in the City; and

WHEREAS, the City’s corporate authorities find that it is in the City’s best interests for the protection of the public health, safety, and welfare to amend Chapter 10, “Landlord-Tenant Regulations”, of the City’s Municipal Code, as set forth in Exhibit A attached hereto and incorporated herein by reference (the “Amendment”); and

WHEREAS, pursuant to 65 ILCS 5/1-2-1.5, the Amendment does not penalize tenants and landlords, or permit evictions, based on contacts made to police or other emergency services to respond to persons with a disability in need of services related to their disability and the victims of domestic violence, sexual violence, and other criminal activity; and

WHEREAS, the Amendment prohibits retaliation against any person who complains, reports, or testifies about the alleged occurrence of unlawful activity on a rental property; and

WHEREAS, the City’s corporate authorities find that the Amendment is in the City’s best interests to promote safe, crime-free, affordable, and non-discriminatory rental housing for the City’s

residents and protect the public health, safety, and welfare of the City and its residents pursuant to the provisions of this ordinance; and

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

SECTION 1: The recitals to this ordinance are adopted and incorporated herein as Section One to this Ordinance.

SECTION 2: The City's corporate authorities adopt and approve the Amendment as set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 3: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows: First reading passed at a Regular meeting held on the 10th day of October 2022 and approved by me as Mayor on the same day by a 7-0-1 roll call vote. Aye: Morris, Larson, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Smith.



COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

**CHAPTER 10
“LANDLORD-TENANT REGULATIONS”**

Latest Draft: October 18, 2022

Revised Sections are Noted in Color

Sections:

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 - 10.17 CRIMINAL NUISANCE PROPERTY VIOLATION AND ABATEMENT.**
 - 10.18 SAVINGS CLAUSE.**
 - 10.19 OTHER RIGHTS AND REMEDIES**
 - 10.20 DISCLOSURE OF FLOOD RISK.**
 - 10.21 BANNED LIST/NO TRESPASS AGREEMENTS.**
 - 10.22 INTERVENTION BY CITY.**
- 10.01 POLICY DECLARATION.**

It is the purpose of this Chapter and the policy of the City of DeKalb to protect and promote the public health, safety, and welfare of its citizens, to establish rights and obligations of Landlords and Tenants in the rental units in the City, to encourage Landlords and Tenants to resolve disputes, and to sustain a high quality of safe, rental housing. Working together with zero tolerance for criminal activity and vigorous adherence to the provisions of this Chapter, the partnership of the City government, Landlords, and Tenants will better protect and promote the public health, safety, and welfare of the City and its residents.

10.02 APPLICATION.

The Landlord and Tenant may include in any rental agreement, terms and conditions not prohibited by this Chapter and other rules of law including rent, length of the agreement and other provisions governing the rights and obligation of the parties. However, terms and conditions contained in rental agreements shall not conflict with any of the provisions contained herein. All such conflicting terms and conditions shall be void as against public policy. Regardless of the enforceability of such conflicting terms, it shall be a violation of this ordinance for a Landlord to propose or to enter into an agreement in violation of this Code or other City Ordinance.

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10.03 SCOPE.

- a) This Chapter applies to, regulates, and determines the rights, obligations and remedies related to the operation and occupancy of residential rental units located within the City of DeKalb. However, the following are exempt from application of this chapter:
1. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, counseling, religious or similar service;
 2. Transient occupancy in a hotel, motel, bed and breakfast, tourist home or tourist court;
 3. Residence at a property wholly owned by the state or federal government or by the DeKalb County Housing Authority. These properties shall be governed by the State and Federal laws and regulations applicable thereto.
 4. Rooming Houses, as defined and regulated by Chapter 14 of the DeKalb Municipal Code, shall be exempt only from the criminal nuisance property violation in Section 10.17.

10.04 DEFINITIONS.

- a) Definitions as used in this Chapter

Landlord: the owner or lessor and his/her agents of the rental unit or the building of which it is a part.

Owner: one or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession. As used herein, an organization shall include a corporation, government, governmental subdivision or agency, trust, estate, partnership, association or any other legal or commercial entity.

Rental Agreement: all agreements concerning the use and occupancy of a rental unit.

Rental Property: rental units and structures.

Rental Unit: one or more rooms in a structure or portion thereof arranged, designed, and used as a residence or living quarters by one (1) or more persons who maintain a household.

Structure: a building which contains one (1) or more rental units, including rooming houses, single-family attached or detached dwellings, two-family attached dwellings, and multi-family dwellings.

Tenant: a person or organization entitled under a rental agreement to occupy a rental unit to the exclusion of others.

Control: the ability to regulate, restrain, dominate, counteract or govern conduct that occurs on the rental property **or rental unit**.

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Unlawful activity: a citation, report, or other proof demonstrating by a preponderance of the evidence the occurrence of one (1) or more of the following activities at the Rental Property or Rental Unit:

- (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possessions, and consumption of alcoholic liquor; restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, as may be amended from time to time.
- (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1, et seq., as may be amended from time to time.
- (iii) Any offense defined and prohibited by Chapters 38 and 52 of the City of DeKalb Municipal Code, as may be amended from time to time.

Pursuant to 65 ILCS 5/1-2-1.5, unlawful activity shall not mean the following:

- (i) Contact made to the police or other emergency services, if: a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; b) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- (ii) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the rental unit or on the leased premises; or
- (iii) Unlawful activity occurring in the rental unit or on the leased premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

10.05 EFFECTIVE DATE.

The provisions of this Chapter shall become effective as provided by law and shall apply to all rental agreements executed on or after that date.

10.06 DELETED.

10.07 TENANT’S RIGHT TO A COPY OF THE LEASE.

Every Tenant shall receive a complete copy of the executed lease no later than one (1) week from the Landlord’s receipt of the signed lease from the Tenant. Failure to provide a complete copy of an executed lease to the Tenant shall be punishable by a minimum fine of Fifty Dollars (\$50.00) for every week of the non-receipt of the executed lease by the Tenant, beginning one (1) week after the date the Landlord receives the signed lease from the Tenant. An executed lease shall include the Landlord and Tenant signatures and may be sent electronically, by mail, or presented in person to the Tenant.

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10.08 LANDLORD/TENANT HANDBOOK.

A Landlord-Tenant Handbook is attached hereto as Appendix A and is available on the City of DeKalb internet web site at www.cityofdekalb.com. Every Landlord shall make the handbook available to Tenants for review during reasonable business hours.

10.09 RENTAL AGREEMENTS.

In the interests of protecting the health, safety and welfare of its citizens, Section 10.10 delineates certain terms as void against public policy and other specific terms as required terms outlined herein. Attached hereto as Appendix B is an example model lease for reference by interested Landlords.

10.10 RENTAL AGREEMENTS – REQUIRED TERMS.

- a) All rental agreements shall be in writing.
- b) Every Landlord who requires an application fee or a deposit to reserve a rental unit shall disclose in writing the conditions under which the fee is refundable and non-refundable. If no such disclosure is made, any such fee and/or deposit shall be deemed refundable. This provision shall not apply to security deposits, which are governed in Section 10.14.
- c) Crime Free Housing Lease Addendum.

Every rental agreement, including lease extensions and renewals, shall contain a crime free lease provision, the purpose of which is to make criminal activity engaged by, facilitated by, or permitted by the Tenant, the Tenant’s guest(s), any member of the Tenant’s household, and any person under the Tenant’s control, a violation of the Tenant’s lease to provide the Landlord with authority under the crime-free lease provision to initiate eviction proceedings pursuant to state law. The crime free lease provision shall be included as a part of the lease or made an addendum to the lease that is signed by both parties (see DeKalb Tenant Handbook, Appendix A, Crime Free Lease Addendum). The crime free lease provision shall be in the same or substantially similar form as the following:

Crime Free Housing Lease Provision:

In consideration of the execution or renewal of a lease of the rental unit identified in this lease (the “leased premises), Landlord and Tenant agree as follows:

- 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 unlawful activity in, on, at or about the leased premises.*
- 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, unlawful 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*

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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 strictly and vicariously liable for the unlawful 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. *In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.*
6. *For purposes of this Lease Section, unlawful activity shall mean the following:*
 - (i) *Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possessions, and consumption of alcoholic liquor; restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, as may be amended from time to time.*
 - (ii) *Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1, et seq., as may be amended from time to time.*
 - (iii) *Any offense defined and prohibited by Chapters 38 and 52 of the City of DeKalb Municipal Code, as may be amended from time to time.*
7. *For purposes of this Lease Section, pursuant to 65 ILCS 5/1-2-1.5, unlawful activity shall not mean the following:*
 - (i) *Contact made to the police or other emergency services, if: a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; b) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;*
 - (ii) *An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the leased premises; or*
 - (iii) *Unlawful activity or a violation of this Code occurring in the dwelling unit or on the leased premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.*
8. *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; provided, however, a Tenant shall not be retaliated against nor evicted when merely a victim of unlawful activity, but the Tenant shall be strictly and vicariously liable and responsible for the unlawful activity of the Tenant's guests, any member of the Tenant's household, and any person under the Tenant's control. A single violation of any of the provisions hereof 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. Unless*

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otherwise provided by law, proof of unlawful activity based upon a preponderance of the evidence shall be sufficient to establish a violation of the crime free housing lease provision. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the Tenant.

To the extent permitted by law, Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease, the undersigned hereby waives any objection to service carried out under the terms of this agreement.

- d) A Landlord is authorized to ban Tenant's guests or invitees who engage in conduct that Landlord reasonably believes is prohibited by the Crime Free Housing Lease Addendum.
- e) Failure of Landlords to comply with the Crime Free Housing Lease Provision shall be punishable by a minimum fine of One Thousand Dollars (\$1,000.00) per day for every day that rental agreement does not contain the Crime Free Housing Lease Provision. Notwithstanding a Landlord's failure to comply with the Crime Free Housing Lease Provision in a rental agreement, any action to enforce this Section shall be stayed and dismissed if the Landlord promptly complies with this Section and exercises reasonable care to abate unlawful activity at the Rental Property.

10.11 RENTAL AGREEMENTS – PROHIBITED TERMS.

- a) The following terms in rental agreements are prohibited and void against public policy:
1. Waivers of rights, obligations or remedies contained in this Chapter;
 2. Waivers of statutory rights provided under state or federal laws;
 3. Confessions of judgments against Tenant;
 4. Unilateral entitlements to attorney's fees by either party. However, it is permissible for leases to allow for recovery of attorney's fees to the successful party in litigation;
 5. Absolute prohibitions on subleasing options of a Tenant, however, Landlords may reject potential sub-Tenants for legitimate business reasons or in accordance with a standard screening process;
 6. Automatic renewal of a lease for a renewal term of more than thirty days by reason of the Tenant's failure to renew unless said provision is specifically initialed by both parties;
 7. Waivers of warranties of habitability of the premises;

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8. Prohibitions indicating that service animals are precluded from occupancy within a rental premise, in violation of any applicable federal or state law or regulation. (2015-36)
- b) The terms prohibited herein shall be void against public policy and unenforceable. Any Landlord who knowingly attempts to enforce such a prohibited term or includes such a prohibited term in a lease after receiving notice, shall be liable for an amount equal to one (1) month’s rent in addition to compensatory damages sustained by the Tenant, including court costs and reasonable attorney’s fees. Separately, it shall be a violation of this ordinance to include such prohibited terms, and such violation shall be punishable by a minimum fine of Three Hundred Dollars and Zero Cents (\$300.00), with each day that said lease including prohibited terms is permitted to remain in place constituting a separate offense.

10.12 END OF LEASE INSPECTION.

Any Tenant who intends to vacate a rental unit may require an inspection with the Landlord, the results of which will be put in writing. The time of such inspection shall be mutually agreed upon by the Landlord and the Tenant. If either party fails to appear for the scheduled inspection without good cause, said party shall pay to the other party Fifty Dollars (\$50.00) as an attendance fee. Said inspection is in addition to the requirements specified in Section 10.14, Security Deposit Return. Good cause includes, but is not limited to, illness, family emergency, another rental emergency, Tenant’s job requirements, and other similar situations.

10.13 DELETED.

10.14 OBLIGATIONS OF LANDLORD.

a) Security Deposits

1. A Landlord who has received a security deposit from a Tenant to secure the payment of rent or to compensate for damage to the rental unit may not withhold any part of that deposit as compensation for property damage unless the Landlord has, within thirty (30) days of the date that the Tenant vacated the premises, furnished to the Tenant, delivered in person, by mail directed to the Tenant’s last known address, or by electronic mail, 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 Landlord utilizes his/her own labor to repair any damage caused by the Tenant, the Landlord may include the reasonable cost of his/her labor to repair such damage. If estimated cost is given, the Landlord shall furnish the Tenant with paid receipts, or copies thereof, within thirty (30) days from the date the statement showing estimated cost was furnished to the Tenant, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the Tenant as required by this Section, the Landlord shall return the security deposit in full within forty-five (45) days of the date that the Tenant vacated the premises in accordance with Security Deposit Return Act 765 ILCS 710/1; 710/1.1; 710/1.2; 710/2, Section 2.
2. Upon a finding by a circuit court that a Landlord 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 Landlord 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.

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b) Rules and Regulations Regarding Rental Units:

1. The Landlord, from time to time, may adopt general rules or regulations concerning the Tenant's use and occupancy of the premises. They are enforceable only if:
 - i. Their purpose is to promote the convenience, safety, or welfare of the Tenants in the premises, preserve the Landlord's property from abusive use or make a fair distribution of services and facilities among Tenants;
 - ii. They are reasonably related to the purpose for which they are adopted;
 - iii. They apply to all Tenants in the premises in a fair manner;
 - iv. They are sufficiently explicit to fairly inform Tenants of what they must or must not do to comply;
 - v. They are not for the purpose of evading the obligation of the Landlord; and
 - vi. They are attached to the rental agreement so that the Tenant has notice of them at the time the Tenant enters into the rental agreement.
2. A rule or regulation adopted after the Tenant enters into the rental agreement that substantially modifies the lease agreement is not enforceable unless the Tenant consents to it or unless a change in local, state, or federal law requires the regulation change. The term "substantially modifies" shall mean a change which significantly affects the use of the premises or its fair rental value.

c) Disclosure:

1. The Landlord or any person authorized to enter into a rental agreement on his/her behalf shall disclose to the Tenant in writing on or before the commencement of the tenancy: the name, address, email and business and emergency telephone numbers of the Landlord and the property manager.
2. A person entering into a rental agreement on behalf of a Landlord who fails to comply with subsection c1 of this section becomes an agent of each person who is a Landlord for:
 - i. Service of process and receiving of notices and demands; and
 - ii. Performing the obligations of the Landlord under this article and under the rental agreement.
3. The information required to be furnished by subsection c1 of this section shall be kept current. Subsections c1 and c2 of this section extend to and are enforceable against any successor Landlord or property manager.
4. Before a Tenant initially enters into or renews a rental agreement, the Landlord or any person authorized to enter into a rental agreement on the Landlord's behalf shall disclose to the Tenant in writing any existing code violations which have been cited by the City for the rental unit. If the Landlord fails to comply with this subsection c4, the Tenant may

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confirm with the City Code Enforcement Division that the existing code violation has not been resolved. Existing code violation information is available at: www.cityofdekalb.com/1146/code-compliance. If the code violation has not been fixed and the unit is uninhabitable due to lack of heat or running water, gas leak, or dangerous structural issues, then a Tenant may consider the use of “constructive eviction” as grounds for lease termination.

d) Maintenance of Premises:

1. The Landlord shall maintain the premises in substantial compliance with applicable codes of the City and shall promptly make any and all repairs necessary to fulfill this obligation.
2. The Landlord and Tenant of any rental unit may agree that the Tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:
 - i. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the Landlord or Tenant and is set forth in a separate writing signed by the parties and supported by adequate consideration; and
 - ii. The agreement does not diminish or affect the obligation of the Landlord to other Tenants in the premises.

e) Access to Rental Unit:

1. The Landlord shall not abuse the right of access to the rental unit or use it to harass the Tenant. Except in cases of emergency, the Landlord shall give the Tenant at least twelve (12) hours’ notice of his or her intent to enter and if at all practical may enter the unit only between eight o'clock (8:00) a.m. and eight o'clock (8:00) p.m. The Landlord may enter a rental unit only for the following purposes:
 - i. To conduct a necessary inspection of the premises,
 - ii. With the City during the investigation of a complaint of violations of this code,
 - iii. To make necessary or agreed repairs, decorations, alterations, or improvements,
 - iv. To supply necessary or agreed services,
 - v. To show the rental unit to prospective purchasers, mortgagees, Tenants, or workers, or,
 - vi. To ensure the safety of the occupants of such rental unit, when accompanied by City police department or public safety personnel.
2. The Landlord may enter the rental unit without consent of the Tenant in case of emergency. For purposes of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the unit, or to the fixtures, equipment, appliances, furniture, and other personal property contained therein, or in order to protect any person from injury. Nonpayment or delinquent payment of rent shall not constitute an emergency.

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3. Nothing herein prohibits the parties from consenting to Landlord’s access at any time; provided, however, that such consent cannot be made a condition of renting a unit in any lease.
- f) **Limitation On Liability:** Unless otherwise agreed, a Landlord who sells the premises is relieved of liability under the rental agreement and this Chapter for events occurring subsequent to notice to the Tenant that the sale has occurred. However, Landlord remains liable to the Tenant for any property and money to which the Tenant is entitled, including security deposits unless the Tenant receives written notice that such property, money, and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money, and prepaid rent.
- g) **Receipts:** Upon request of the Tenant, a Landlord must provide a written receipt for any payment made (i.e., rent, security deposits, etc.). If payment is made by personal check, the canceled check shall be considered a receipt.
- h) **Towing:** All towing of vehicles shall be in accordance with property posted parking regulations. Towing of a Tenant’s vehicle due to nonpayment of rent shall be prohibited.

10.15 EMERGENCY REPAIRS.

- a) Landlords and Tenants shall comply with the Residential Tenant’s Right to Repair Act (765 ILCS 742/1, *et seq.*) in regard to making emergency repairs. In an emergency situation, where the defective condition threatens the life and safety of the Tenant, the Tenant may have the necessary repair made, but only after engaging in reasonably diligent attempts to notify the Landlord. Such attempts should be simultaneously documented and reasonable attempts to notify shall include in person at office, telephone, electronic communication, or a written note to the Landlord when the office is closed.
- b) Upon presentation of a paid bill by Tenant to Landlord for emergency repair, the Landlord shall reimburse the Tenant within thirty (30) days for reasonable expenses. It is presumed that expenses of contractors listed on an approved list by Landlord are reasonable. A Tenant may not repair at the Landlord’s expense if the condition was caused by the deliberate or negligent act or omission of the Tenant, a member of his/her family, or any other person on the premises with his consent.

10.16 REGISTRATION AND EDUCATIONAL PROGRAMMING.

- a) Every Landlord shall register its rental property annually with the City of DeKalb. Registration forms and the required annual registration fee shall be submitted by not later than December 1, to be effective for the following calendar year. The registration shall specify every rental unit and further provide complete information required on the registration application in the form provided by the City Manager or designee. The registration shall also include the Landlord’s security plan to prevent the occurrence of unlawful activity at the rental property (the “Security Plan”). Landlord may submit a single Security Plan for a multi-unit rental property. The Security Plan may include, but shall not be limited to, the following: Landlord’s enforcement of banned list and no trespass agreements; Landlord’s prompt enforcement of the crime free housing lease addendum; Landlord’s tenant screening; Landlord’s routine inspections of the rental property; and Landlord’s provision of security measures including, but not limited to, alarms, cameras, keys, lighting, and licensed private security. Every Landlord must ensure that the information contained in the registration form is maintained on

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a current basis, providing updated information to the City within ten (10) days of any changes. Every Landlord must designate and register a local agent, above eighteen (18) years of age, who resides within DeKalb County and is authorized to receive process for any legal proceeding initiated to enforce the provisions of this Chapter. Registration information shall be available to the general public upon request. Any Landlord who rents a rental unit that has not been registered with the City or fails to update information required for registration may be subject to a fine of up to **One Thousand Dollars and Zero Cents (\$1,000.00)** per subject property, for each week that the violation is permitted to persist.

- b) Annual registrations shall be accompanied by an annual registration fee, as follows:
 - 1. As determined by the City Council from time to time.
- c) The annual registration fee is due by December 1 preceding the year of registration. Any Landlord registering property at any time after December 1 preceding the year of registration shall be subject to a late registration fee of \$50, plus \$5 per unit.
- d) Regardless of the date of registration, all subsequent years' registrations shall follow the calendar year and there shall be no proration of annual registration fees.
- e) There shall not be a fee for updating registration/ownership data with the City, in the event of a change in designated property manager or Landlord. However, should a rental property change ownership, a new registration must be submitted, along with an annual registration fee, within thirty (30) days of such change in ownership.
- f) Landlord Educational Programs:
 - 1. The City shall conduct Landlord educational programs for Landlords on an annual basis, advising of strategies for crime prevention and avoidance, updates to City Codes or applicable regulations, techniques for better interaction with Tenants, and similar matters. Such training may also include information regarding allowance of service animals within rental premises. (2015-36)
 - 2. **All new registrants are required to attend a Landlord Educational Program in person within three (3) months of their initial registration, provided a class of six or more are newly enrolled. The City shall develop an electronic course suitable for remote review and completion for smaller classes of new registrants and by all registrants as a refresher on an annual basis in succeeding years.**
 - 3. The failure to attend a Landlord Educational Program as required shall be regarded as a failure to register, punishable by a fine and late registration fee accordingly. (2014-11)
 - 4. **For purposes of the Educational Program, the person designated as the contact person for each rental property must also participate in the refresher program on an annual basis.**

10.17 CRIMINAL NUISANCE PROPERTY VIOLATION AND ABATEMENT

- a) **Purpose. The purpose of this Section and the policy of the City, in the exercise of its home rule powers for the protection of the public safety, health, morals, and welfare of the City, is to abate the public nuisance of unlawful activity occurring at certain real property located in the City's corporate limits. This Section is not intended and must not be interpreted to**

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cover police calls related to domestic violence, sexual violence, crime victims, child abuse, a person’s disability, and victims or others in need of City services.

b) Findings. The City’s corporate authorities find that:

- 1) The occurrence of criminal offenses and violations of the City’s Municipal Code substantially annoys and injures the health, comfort, repose and safety of the public.
- 2) The failure of owners or managers of certain rental property to control unlawful activity occurring on their property causes substantial expenditures of public funds in order to enforce state, federal and city laws upon or near their property. Among the rental property management practices that contribute to the existence of unlawful activity which disturb neighborhoods are the failure of owners or managers of rental property to: require tenants to: obey laws as a condition of leases, enforce existing provisions of leases, respond to or take affirmative steps to address complaints by adjoining owners, and enforce zero tolerance of unlawful activity on their property by tenants or their guests, all of which substantially annoys and injures the health, comfort, repose and safety of the public.
- 3) The decline in surrounding property values and the expenditures of public funds result in part from the failure of certain rental property owners or managers to adequately manage and control their property to prevent the occurrence of unlawful activity.
- 4) The provisions of this Section are reasonably necessary to renew certain neighborhoods by increasing property values, preserving the tranquility of neighborhoods, and deterring certain rental property owners and managers from adopting inadequate management practices.

c) Nuisance Declared. The occurrence of unlawful activity on a rental property shall constitute a nuisance.

d) Violation. Any person, owner, landlord, or tenant who controls rental property or a rental unit and allows, commits, maintains, permits, or fails to prevent the occurrence of unlawful activity on the rental property or rental unit shall be liable for a criminal nuisance property violation.

e) Affirmative Defense. Any person, owner, landlord (including the landlord’s agents, employees, or contractors), or tenant who exercises reasonable care to prevent the occurrence of unlawful activity shall be an affirmative defense to a criminal nuisance property violation. The respondent may introduce *prima facie* evidence of this affirmative defense by producing proof of one (1) or more of the following defenses: (1) the existence of a Security Plan to prevent the occurrence of unlawful activity and the performance of conduct in reasonable conformity with the Security Plan; (2) timely and responsible efforts to contact the City’s Police Department to report, prevent, stop, or abate the unlawful activity; or (3) the commencement of any action to enforce the crime free housing lease provision of a rental agreement. If the respondent produces *prima facie* evidence of this affirmative defense, the City shall have the burden of disproving the affirmative defense by a preponderance of the evidence.

f) Abatement Procedure.

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- 1) Referral. All sworn officers of the DeKalb Police Department who respond to unlawful activity at a rental property shall document the unlawful activity pursuant to applicable policies, procedures, ordinances, and laws, and report the unlawful activity to a shift supervisor, who shall promptly refer such reports to the Director of the Crime-Free Bureau (the “Director”). This referral shall be automatic, regardless of whether any arrests made or citations were issued. Furthermore, the Police Chief, Fire Chief, Chief Building Official, or their respective designees shall review all police, fire, and Code enforcement contacts on a daily basis for unlawful activity at a rental property and promptly refer such unlawful activity to the Director.
- 2) Director’s Preliminary Determination. The Director shall review a referral of potential unlawful activity within 48 hours of receiving said referral and determine whether there may be a reasonable basis to believe that the referral constitutes evidence of unlawful activity at the rental property in violation of this Section (the “Preliminary Determination”).
- 3) Director’s Informal Notice and Meeting. If the Director determines that there may be sufficient evidence of a criminal nuisance property violation and that no *prima facie* evidence of an affirmative defense is clearly apparent, then within 48 hours of that determination, the Director shall notify the Landlord, Tenant, or any other person who may be cited for a criminal nuisance property violation by mail, phone, email, fax, or in person about the unlawful activity and provide a report identifying the location of the rental property, a copy of any citations or reports, and the names of the tenant(s), occupant(s), or others involved in the unlawful activity (the “Director’s Informal Notice”). The Director’s Informal Notice shall invite the Landlord, Tenant, any other person who may be cited for a criminal nuisance property violation, and their respective attorneys to a meeting (in person or remotely), which shall occur within five (5) business days from the date of the Director’s Informal Notice, with the Director and/or the Police Chief, City Manager, City Attorney, or their respective designee(s) to discuss the unlawful activity, efforts to prevent the unlawful activity, and the abatement of the unlawful activity (the “Meeting”). The Director’s failure to strictly comply with the requirements of this subsection shall not invalidate any action to enforce this Section.
- 4) Violation Notice. If there is a failure to respond to the Director’s Informal Notice and Meeting, the Director shall issue a violation notice pursuant to the City’s administrative hearing procedure as provided by Chapter 17 of this Code. Otherwise, the Director shall have the discretion to issue a violation notice for a criminal nuisance property violation based on the Director’s sole discretion and judgment, but which may include the following: the nature of the unlawful activity; the prior occurrence of unlawful activity at the rental property; the reasonable effort(s) to prevent the unlawful activity; the reasonable effort(s) to abate the unlawful activity; intent or deliberate indifference to the occurrence of unlawful activity on the rental property; and any agreement made at the Meeting. The Director’s failure to strictly comply with the requirements of this subsection shall not invalidate any action to enforce this Section.
- 5) Administrative Hearing. The hearing on the violation notice for a criminal nuisance property violation shall be heard pursuant to the City’s administrative hearing procedure as provided by Chapter 17 of this Code.

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- g) Remedies. Upon finding by a preponderance of the evidence that the respondent committed a criminal nuisance property violation, the Administrative Hearing Officer shall order the following remedies:
- 1) Abatement Order. An abatement order requiring the respondent to abate the violation which may include, but shall not be limited to: enforcing compliance with a Security Plan; providing reasonable security measures to prevent unlawful activity at the rental property (e.g., alarms, cameras, keys, lighting, private security, routine inspections of the rental property, Tenant screenings); enforcement of the crime free housing lease provision of a rental agreement; and enclosure of the rental property or rental unit. The City shall be entitled to inspect the rental property or rental unit for compliance with the abatement order during weekday regular business hours upon giving 24 hours' notice to the respondent. The City shall also be entitled to abate the violation if the respondent fails to abate violation within a reasonable period of time. The costs of the City's abatement including, but not limited to, administrative costs, attorney's fees, and court costs, shall be recoverable from the respondent directly or as a lien on the rental property.
 - 2) First Violation. For the respondent's first violation, a mandatory minimum fine of \$2,500.00.
 - 3) Second Violation. For the respondent's second violation, a mandatory minimum fine of \$5,000.00.
 - 4) Subsequent Violations. For the respondent's third violation and all other subsequent violations, a mandatory minimum fine of \$10,000.00 for each violation and the mandatory closure of the rental property or rental unit for at least 12 months.
 - 5) Stay Order. An order staying the enforcement of any of these remedies shall be issued if the respondent shows sufficient proof of commencing an action to enforce the crime free housing lease provisions and obtaining an order for possession of the rental property or rental unit pursuant to the provisions of the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9-101, *et seq.*).
- h) Retaliation Prohibited. No Landlord, Owner, or any other person in control of the Rental Property or Rental Unit shall retaliate against any person who complains, reports or testifies about the alleged occurrence of unlawful activity on the Rental Property or Rental Unit; nor shall any rental agreement prohibit any such complaint, report or testimony; nor shall any rental agreement or lease be terminated, or a Tenant evicted, because of any such complaint, report or testimony. Any person who is found in violation of this subsection shall be subject to a mandatory minimum fine of \$1,000.00 and such further relief to make whole any victim of the retaliation prohibited by this subsection.
- i) Interference with Abatement Order Prohibited. No Landlord, Owner, or any other person in control of the Rental Property or Rental Unit shall interfere with an abatement order or the City's efforts to enclose or inspect the Rental Property or Rental Unit pursuant to an abatement order. Any person who is found in violation of this subsection shall be subject to a mandatory minimum fine of \$1,000.00.
- j) Program Review. On or before the last regularly-scheduled Council meeting in December

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2024, the City Council shall schedule a public hearing to invite public comment on the performance of the Crime-Free Bureau. The Director of the Crime-Free Bureau shall submit quarterly reports to the City Manager and City Council outlining the performance of the Crime-Free Bureau.

10.18 SAVINGS CLAUSE.

Should any section, paragraph, sentence, clause, phrase, or word of this Chapter be declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, or sections of this Chapter, since the same would have been enacted by the City Council without the incorporation in this Chapter of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

10.19 OTHER RIGHTS AND REMEDIES.

To the extent that this Chapter provides no right or remedy in a circumstance, the rights, and remedies available to Landlords and Tenants under the laws of the United States, the State of Illinois and any other local law shall remain applicable.

10.20 DISCLOSURE OF FLOOD RISK.

It shall be unlawful for a Landlord who rents premises for any use which are located within an area designated as a special flood hazard area according to the current official City of DeKalb Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM) to fail to provide written notice of this fact to all prospective Tenants of said premises prior to the execution of any written lease(s) entered into between the parties.

- a) Form of Notice. The notice referred to above shall be contained on an 8 ½" x 11" sheet of paper with no less than 12-point type and shall be in a form prescribed by the Chief of Police. Following the execution of the notice, Tenant shall sign the notice and the Landlord shall promptly provide a copy of the executed notice to the Tenant.
- b) Delivery of Notice, Presumptions. In the event of a dispute between Landlord and Tenant concerning the delivery of said Notice required herein, failure by the Landlord to produce a signed original or copy thereof executed by the Tenant shall create a rebuttable presumption that the Landlord failed to deliver said Notice as required.
- c) Enforcement. Landlords violating this Section shall be liable and shall pay a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) per occurrence. In addition, Tenants may choose to terminate the lease and pay for rent up to the day of vacancy. The Security Deposit Return Act (765 ILCS 710) and the Tenants right to a final walkthrough (Section 10.12, End of Lease Inspection) apply.
- d) Civil Action. This Section shall not prevent any Tenant from pursuing any civil claim, remedy or action for damages resulting from a violation of this Section.

10.21 BANNED LIST / NO TRESPASS AGREEMENTS.

- a) No Trespass Agreements. The Chief of Police or designee is and shall be authorized to enter into No Trespass Agreements with Landlords, property managers or other property owners

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(whether of rental property or otherwise), in a form acceptable to the Chief of Police and the property owner, providing that sworn personnel from the City’s Police Department shall be authorized to give persons trespassing on private property notice to leave, and to sign complaints against such persons should they remain on or return to the private property.

- b) Banned List. As a component of such No Trespass Agreements, property owners or managers shall be authorized to provide the City with a “Banned List” identifying persons who have been prohibited from entering upon specified properties within the City. To include a person on the Banned List, the owner or property manager shall include such detail as the Police Department shall require to positively identify a person. In addition, it must be shown that any person on the banned list has received actual notice that they are not permitted to trespass upon the private property in question, either by in-person, actual notice, or by written notice acceptable to the Police Department. The Police Department shall be authorized to sign a complaint against any person listed on the Banned List who enters upon or returns to private property from which he or she is banned. The owner or property manager’s decision to include a person on the banned list shall supersede any contrary direction from any Tenant or lessee.

10.22 INTERVENTION BY CITY.

If the City receives a notice of claim of unconstitutionality or preemption by law regarding the validity of this Chapter or the crime free housing lease addendum required herein that is given pursuant to Illinois Supreme Court Rule 19 (eff. Sept. 1, 2006) and any amendment thereto, then the City Attorney shall take such actions as may be necessary and proper to intervene in the cause or proceeding for the purpose of defending this Chapter or the crime free housing lease addendum required herein.