

# Community Development and Crime Free Housing – Why?

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- Environmental Health Division inspects properties for compliance with the Property Maintenance Code

# Environmental Health Inspects

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- All Buildings – Apartments to Single Family
  - Common area and exteriors
  - 100% of the units over 5 years
- Systematically we inspect the exterior of entire community.
  - Single family, Multi Family and
  - Commercial

# Environmental Health Inspects

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- Inspect rental condos, townhouses, and single family homes on a complaint basis.
- So, when I give you a courtesy call that someone has made a complaint – it is because I want to know the whole story.

# What do we look for?

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- Broken
- Worn out
- Unsanitary
- Infestations
- Hazards
- Prefer to find problems before they are a hazard



# Use Our Guide

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- Available handout in back of class or on Village Website.

## Guide to Property Maintenance Inspection



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8/15/2012



Village of Mount Prospect  
Community Development  
Department

# Occasional Problems for us

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- ❑ Conditions acceptable to the Tenant may not comply with code
- ❑ Removal of what is broke without replacement is not compliance
- ❑ Repairs not “Workmanlike” – lets follow the example

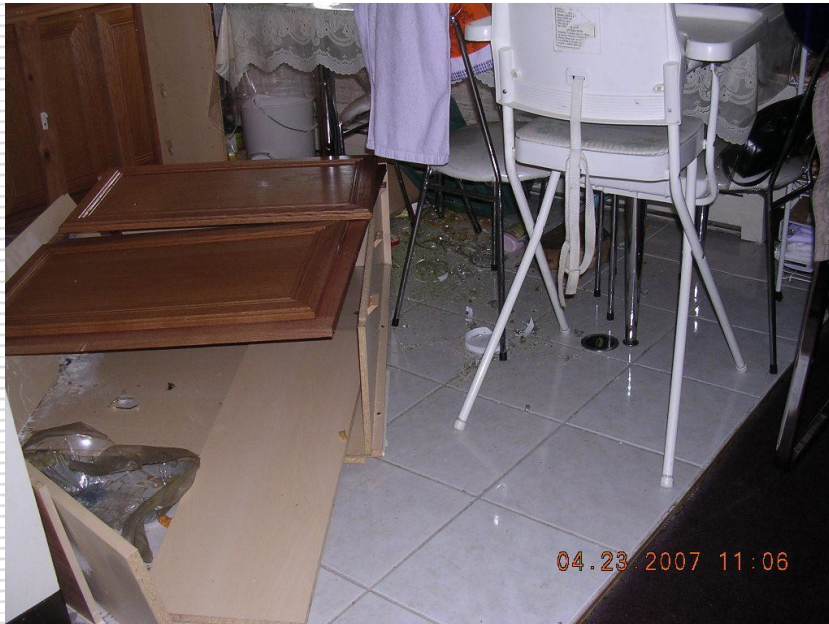
# Workmanlike

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- Straight
- Level
- Plumb
- Skilled
- Match surrounding surfaces

# DON'T LET THIS HAPPEN TO YOU

- Don't let this happen to you



8/15/2012



# Weeds – is it a Rental House?



# Who takes care of this house?



2/21/2019

# We were notified by a neighbor



2/21/2019

11

**The owner had not been in the home in three years.**



2/21/2019

12

**There were 11 dogs, 2 cats, 2 Eight foot  
pythons, 2 fifty pound turtles & 5 birds**



**This was in the family room with the eleven dogs.**



2/21/2019

14

**They had moved the refrigerator into the garage with a lot of debris.**



**The tenants had put up a tarp over the small dog run behind the house.**



2/21/2019

16



**The property sustained a lot of damage – the tenants could not keep up with the animals.**



2/21/2019

17

# The turtles were kept with one of the dogs in the laundry room



# CURB APPEAL, CRIME PREVENTION AND MAINTENANCE

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- Landscaping maintained
- Exterior Lights working
- Locks changed after each tenant/State Law that the locks must be changed after the old tenant moves out. Effective: January 2012.
- Smoke Detectors in all Bedrooms (2016)
- Carbon Monoxide Detectors on each floor

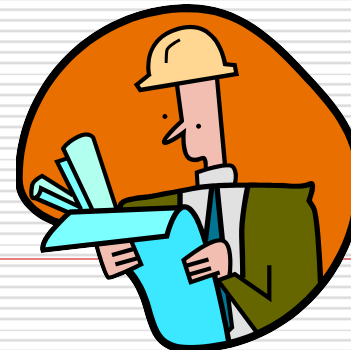
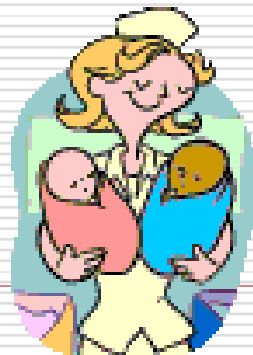
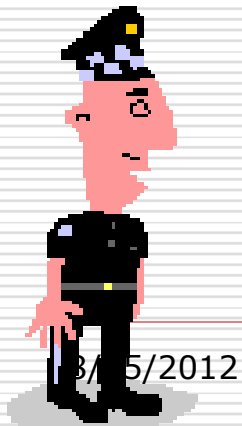
# REASONS TO MAINTAIN YOUR BUILDING

- Curb Appeal – Attracts Tenants
- Keep Tenants - Less Turnover
- Tenants Become Your Salesman
- Prevent Costly Repairs
- Less Likely Target for Crime
- Increases Property Values
- Improves Quality of Life
- Fewer Violations to Correct
- No Complaints from Tenants or Others

# WHO ARE OTHERS?

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- Police
- Fire
- Public Works
- Neighbors
- Contractors
- Concerned Friends & Family
- Public Health Nurses
- Other Landlords
- DCFS
- The Community



# Landlord and Tenant's Rights

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- Mount Prospect is one of 4 communities with a Landlord Tenant's Rights Ordinance.
  - Chicago
  - Evanston
  - Champaign/Urbana
- Illinois one of 22 states without a Tenant's Rights Ordinance

# LEASES

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- ❑ All leases must be in writing and signed copies provided at the time of signing. *(Including both renewals & modifications)*
- ❑ Provide required copy of Landlord Tenant Rights Summary
- ❑ Crime Free Lease Addendum
- ❑ Agreements for the tenant to perform repairs and maintenance must be in writing.
- ❑ Buildings built prior to 1978 must provide documentation on Lead Based Paint
- ❑ Call 1(800) 424-LEAD [5323].

# RIGHTS SUMMARY

Available  
handout in back  
of class or on  
Village Website.



## THE VILLAGE OF MOUNT PROSPECT LANDLORD - TENANT RIGHTS SUMMARY

### WHAT IS THE PURPOSE OF THIS DOCUMENT? [Sec. 23.1801]

This document was created to clearly explain the rights and obligations of the landlord and the tenant who are renting a dwelling in the Village. It may be used as a guide to better understand Article XXVII, Residential Landlord and Tenant Regulations of the Village Code. For specific information, please consult Article XXVII before taking action. Advice of legal counsel is also recommended.

### WHAT UNITS ARE COVERED BY THE ORDINANCE? [Sec. 23.1802]

The rights, obligations, and remedies set forth in this document apply to rental dwellings throughout the Village.

### WHAT UNITS ARE NOT COVERED BY THE ORDINANCE? [Sec. 23.1802]

The landlord and tenant rights ordinance applies to all rental properties except:

1. Residence at a public or private medical, geriatric, educational, religious, nursing or retirement institution;
2. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
3. Residential care home;
4. Hotel or motel.

### RENTAL AGREEMENTS [Sec. 23.1804] and [23.1814]

The landlord and tenant may include rental agreement terms and conditions other than those included in this document.

All rental agreements between landlords and tenants must be in writing, dated and signed by both parties. Signed copies must be presented to both parties at the time of signing.

The lease must include crime free lease provision providing the landlord with authority to initiate eviction where the tenant, any members of the tenants household, or guests shall not engage in criminal activity or permit criminal activity on the leased premises, jeopardize the health safety and welfare of the landlord, his agent, other tenants, or involve imminent or serious property damage. Examples of criminal activity are homicide, kidnapping, prostitution or keeping a place of prostitution, child pornography or providing harmful material to minors, bodily harm, theft, possession of explosives, deadly weapons, mob action, disorderly conduct, gambling, possession or sale of drugs, and purchase and gifts of alcohol to persons under age 21.

Rent must be payable without demand or notice at the time and place agreed upon by the parties.

Unless the rental agreement otherwise, tenancy shall be week to week if the tenant pays weekly rent, and month to month if the tenant pays monthly rent. The lease must notify the tenant that the unit is subject to regular inspection and/or investigation of complaints of violation.

If a landlord fails to sign the lease, but the landlord accepts the rent, then the terms of the lease are effective.

If a tenant fails to sign the lease, but the tenant pays the rent, then the terms of the lease are effective.

No lease may contain any of the following terms:

1. Waiver of rights or remedies set forth in the Village Code;
2. Permission to the landlord to plead the tenant guilty in court;
3. Excuse or protect the landlord or tenant from any legal obligation or the costs connected to that obligation.

The landlord must provide the tenant with 60 days written notice per State Law before terminating a lease. The tenant must leave on or before the 60th day or the end of the lease, whichever comes last.

If the landlord fails to provide the required written notice, the lease is not terminated until the tenant has been given 60 days written notice.

A landlord's right to terminate a lease is waived only if there is written proof, signed and dated by both parties, that the landlord accepted rent from a tenant who has violated the terms of the lease.

A copy of this document and the Village's occupancy requirements must be given to the tenant along with the lease.

### TENANT OBLIGATIONS [Sec. 23.1805]

The tenant shall:

1. Comply with all obligations imposed specifically upon tenants by the Municipal code;
2. Keep the unit safe and clean;
3. Use all equipment and facilities in a reasonable manner;
4. Not disturb other residents;
5. Allow the landlord reasonable access to the unit;
6. Sublet only under the terms of the lease and may not sublet a portion of the unit.

### LANDLORD OBLIGATIONS [Sec. 23.1806]

Interest must be paid on security deposits or prepaid rent in developments of more than 25 units and within 30 days of the end of the lease. A landlord must return all security deposits and interest minus unpaid rent and the actual cost of repairs, within 45 days from the date the tenant vacates the dwelling unit.

An itemized list of the damages subtracted from the security deposits must be provided within 30 days and delivered by certified mail or personal service. When requested, the landlord shall make a walk through inspection and report before the lease begins and again before it ends.

At the start of a lease, the landlord is required to provide the tenant with the current:

1. Name, address, and phone number of the owner or manager;
2. Owner or name of the person authorized to receive legal notices, and written complaints.

If the agent fails to provide the owner information, then the agent is personally responsible.

Landlord must tell prospective and renewing tenants, in writing, about existing code violations.

The landlord must maintain the property in compliance with all applicable provisions of the Village code and promptly make all repairs to fulfill this obligation.

The landlord and tenant may agree that a tenant will make repairs or maintain the property, if it does not diminish the landlord's obligation to this or other tenants. The agreement must be in writing and signed by both parties.

If the landlord sells the unit or complex, and properly notifies the tenant, the landlord or manager is no longer liable for the terms of the lease. However, the landlord is responsible for returning any money or property withheld as a security deposit or as prepaid rent.

If requested, the landlord must provide a written receipt of any payment made (i.e., rent, security deposits, etc.).

### APARTMENT RULES [Sec. 23.1806]

The landlord can make rules concerning the tenants use and occupancy of the unit, if the rules:

1. Are intended for the general benefit or improvement of the unit or complex;
2. Are reasonably related to the purpose for which they were intended;
3. Apply to all tenants in the complex;
4. Fairly notify the tenant of what is expected of them;
5. Are not used to excuse the landlord from any obligations;
6. Are attached to the lease so that the tenant has notice of them at the time he/she signs the lease.

If a rule is altered or adopted after a tenant signs a lease it is not enforceable unless the tenant consents to it or state or federal law requires the change.

### LANDLORD'S RIGHT OF ACCESS [Sec. 23.1806] and [Sec. 23.1811]

The landlord shall not abuse the right to access to the rental unit or use it to harass the tenant. Except in cases of emergencies, the landlord must give the tenant reasonable notice before he/she may enter the unit.

1. To conduct inspections;
2. With the Village during annual license inspections or during the investigation of a complaint;
3. To make repairs;
4. To supply necessary services;
5. To show the unit to prospective buyers, mortgagees, tenants, or trades.

If a tenant refuses to allow lawful access, the landlord may obtain an injunction to allow access or terminate the lease. The landlord may sue for possession and up to 2 months' rent and any damages the court may award.

If the landlord makes an unlawful entry or lawful entry in a harassing manner, the tenant may obtain an injunction to prevent access or terminate the lease. The tenant may sue for possession and up to 2 months' rent and any damages the court may award.

Any person found guilty of violating this Section shall be fined not less than \$200.00 and not more than \$1500.00. Each day that the violation continues shall be considered a separate offense and fined accordingly.

### LANDLORD REMEDIES [Sec. 23.1807] and [Sec. 23.1811]

If all the rent is not paid after a landlord's five-day notice, the tenant can be evicted or the landlord may collect a late payment fee in the amount of five (5%) of the rental payment. If a landlord's ten-day notice to correct a lease breach is ignored, the tenant can be evicted and also sued for the rest of the rent. If the tenant violates the applicable Village codes or fails to keep the unit clean, safe, or disturbs neighbors, or does some sort of mischief to the building, the landlord can enter the unit, fix the problem and charge the tenant. If the lease is terminated, the landlord can take the tenant to court to recover any lost property or money.

The landlord may sue for possession if:

1. A violation of code was caused by the tenant, the tenant's family or guest, or
2. The tenant is overdue on rent.

If the tenant refuses to leave the unit after the lease has been terminated, the landlord may sue for possession and up to 2 months' rent and any damages the court may award.

### ABANDONED UNITS [Sec. 23.1807]

If the tenant is absent from the unit for 10 or more consecutive days without notifying the landlord, it will be assumed that the tenant has abandoned the unit. If the tenant abandons the rental unit, the landlord may:

1. Terminate the lease and proceed in recovering lost costs in court;
2. Attempt to rent the unit at the same price that the previous tenant had paid. If successful, the tenant is only responsible for the rent lost while the unit was unoccupied. If unsuccessful, the tenant is responsible for paying rent for the remainder of the lease. In addition the tenant is responsible for advertising and reasonable redecorating costs.

The landlord may dispose of abandoned property any way that he/she sees fit. If the items are sold, any profit from the sale should be credited to the tenant's outstanding debt.

### TENANT REMEDIES [Sec. 23.1808] and [Sec. 23.1804]

If the landlord fails to honor any of the obligations set forth in the lease or by the Village Code, the tenant can recover any damages in a court of law. The tenant can give the landlord notice that the lease will be broken if:

1. Through no fault of the tenant, the tenant's family, or guests the landlord does not abide by the lease, or
2. The landlord does not provide a habitable dwelling.

8/15/2012



# LANDLORD OBLIGATIONS

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- Supply emergency phone numbers
  - Always - even if you're on vacation
- Upon request of tenant, a written payment of rent receipt shall be provided
- Upon request of tenant, a “move in/ move out” inspection shall be performed
- Maintain essential services
  - Gas, water are a required utility. Check to see if the electric is on – Liability may revert back to owner.

# LANDLORD OBLIGATIONS

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- Maintain legal occupancy requirements  
No extended “ Visits” – add to Addendum
- Address tenant’s issues in a timely manner – water and heat issues with 24 hours – electrical or any hazard within 24 hours.
- Maintain unit in sound condition
- Extermination – Owner’s must
- Before entry, give reasonable notice to tenant (*exception – emergency situations*)

# PROTECT YOUR INVESTMENT

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- You have the authority to inspect with adequate notice – give 48 hour Notice
  
- Monitor your unit during routine maintenance and extermination

# SECURITY DEPOSITS

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- Keep pictures if something needs to be replaced
- Owner has 45 days to present an itemized list of charges for tenant damage
- If no list is presented, full security deposit must be returned.

# TENANT OBLIGATIONS

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- Keep dwelling safe and clean
- Comply with codes
- Don't disturb other occupants or  
The next door neighbors
- Allow reasonable access to unit
- Call owner immediately with concerns

# ENCOURAGE MAINTENANCE

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- ❑ Guide developed by Landlords and Village.
- ❑ Available handout in back of class or on Village Website.

Village of Mount Prospect

## Guide to Care and Maintenance of Your Apartment



Sponsored by:  
Village of Mount Prospect  
Division of Environmental Health

With the assistance of  
The Concerned Owners Association of  
Multi-Family Housing of Mount Prospect

# EMERGING ISSUES

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## □ MOLD

- Remove water within 48 hours
- IF over 10 square feet, hire a professional per EPA



See [www.epa.gov/mold/moldcleanup.html](http://www.epa.gov/mold/moldcleanup.html)  
for remediation procedures

# EMERGING ISSUES

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## □ BEDBUGS

- Tough to exterminate
- Expensive to exterminate
- Most repulsive pest (Lost ten
- Avoid recycled furniture and





# CONCLUSION

Remember:

- A licensed Dwelling is clean/no complaints
- Less hassles, less headaches
- Attract tenants
- Keep tenants
- Happy tenants become your salesman
- Prevent costly repairs
- You can't expect your tenants to take care of the property if you don't take care of it yourself

