LANDLORD TRAINING PROGRAM

KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY

A practical guide for landlords and property managers

CITY OF JOLIET, POLICE DEPARTMENT

2018 Edition

CITY OF JOLIET
LANDLORD TRAINING PROGRAM

KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY

A practical guide for landlords and property managers

A community-oriented property management approach

Developed for the City of Joliet by:
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(Revised 2018)

Based on the Landlord Training Program manual
Originally developed for the City of Portland, Oregon
by Campbell DeLong Resources, Inc.

Various parts of this document provide broad descriptions of legal procedure. **However, no part of this manual should be regarded as legal advice or considered a replacement of a landlord's responsibility to be familiar with federal, state, and local law governing a particular jurisdiction.** If you need legal advice, seek the services of a competent attorney. Also, laws change. Information that is accurate at the time of printing may be rendered obsolete by the passage of new laws or revised judicial interpretations of existing law.

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We request that any errors or significant omissions be noted and forwarded to the above so that corrections in future versions may be made.

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FOREWORD

Chronic drug dealing and other illegal activity can reduce a neighborhood to a mere shell of the healthy community it once was. In our frustration, we often look only to the police or "the system" for solutions and forget that neighbors and landlords have tremendous power over the basic health of a community.

To be sure, both city government and police have a critical responsibility, but we as citizens' — landlords, tenants, and homeowners — remain the foundation that makes it all work.

Citizens decide which problems require action. Typically, a city responds only after citizens recognize and report illegal activity. When a problem arises, one of the first and most important decisions is made by the affected homeowners, tenants, and landlords: ignore it, run from it, or do something about it. Each of us plays a different role. Each bears a responsibility to keep a community strong.

The most effective way to deal with drug activity on rental property is through a coordinated effort with police, landlords, and neighbors. Efforts are underway that encourage neighbors to take on more of their responsibility for preventing crime on their blocks. Efforts are underway to improve the way police address problems with drug activity in residential neighborhoods. What *you* can do is learn how to keep illegal activity off your property and make a commitment to removing or stopping it the moment it occurs.

The intention of this manual is to help you do just that — to help honest tenants rent from responsible landlords, while preventing those involved in illegal activity from abusing rental housing and the neighborhoods in which they stand.

We know that, in the past, abuses of the system have come from both sides. We also know that most landlords want to be fair and that most tenants are good people. Responsible property management and ownership begins with the idea that it will benefit all of us. If the information given herein is used responsibly, all of us — tenants, landlords, and owner-occupants — will enjoy safer, more stable neighborhoods.

POINTS TO CONSIDER

KNOW YOUR LOCAL LANDLORD/TENANT LAW

In this manual, we cannot address the specifics of the landlord/tenant law in every state. It would take 50 different manuals to do so, because every state's law is different. While federal fair housing law applies nationwide, most laws that regulate rental relationships are local. Even among the many states that have adopted a version of the Uniform Residential Landlord and Tenant Act, differences remain. A few examples:

- Some states allow local communities to establish rent control laws. Others do not.
- In some states, a landlord may evict a tenant without cause while in others only for-cause or "just cause" evictions are allowed.
- In each state the options, causes, notices, and procedures for enforcing landlord/tenant law and lease requirements vary.
- The length of time involved in regaining legal possession of a rental unit varies significantly from state to state.
- "Case law" also varies — even when two states' laws appear similar, they may have a history of being interpreted differently by the courts in the two jurisdictions.
- Some local communities have civil rights laws that go beyond the classes defined in federal fair housing law (race, color, religion, sex, handicap, national origin, familial status). For example, some localities prohibit discrimination on the basis of marital status, sexual orientation, or source of income. Some jurisdictions limit the degree to which one may discriminate against those who have been convicted of a crime.

However, despite the differences, the philosophy behind the law in each state is often very similar — landlord/tenant laws define a balance between the rights of rental owners to control, protect, and benefit from their investments and the rights of tenants to control, protect, and enjoy their private homes. Unfortunately, the balancing act results in some dissatisfaction on both sides. Scratch the surface in most states and you will quickly find those who believe the local laws are "stacked against the landlord" and others who believe with equal fervor that the law is unfair to tenants.

What we have also found — on both sides — is a surprising level of misinformation. We have repeatedly heard landlords tell us that the law "ties their hands" in ways that it does not, and tenants express fear about powers that landlords do not actually have. It may surprise the lay person to know that we have also spoken with attorneys who are mistaken about the content of the law. Given this experience, our suggestion is this: do not necessarily believe the "folk law" you hear, and do not assume that every legal expert is one. If you need legal assistance, find an attorney who specializes in landlord/tenant issues and get a copy of your local landlord/tenant statutes and read them.

Remember that your best chance for a fair application of landlord/tenant law comes with a complete knowledge of it. We have tried our best to apply Illinois and City of Joliet laws and ordinances to this manual but the laws are constantly changing.

COSTS AND BENEFITS

Community-oriented property management is also good business.

Landlords and property managers who apply the active property management principles presented in this manual, and in the accompanying training, have consistently seen improvements in the quality of their rental business. Applying the information presented in this training can result in significant benefits to each of the three interest groups in a residential neighborhood: Whole communities can become safer, residents can enjoy better housing, and landlords can enjoy greater business success. Here's how it works:

Costs of Drug Activity in Rentals

When drug criminals operate out of rental property, neighborhoods suffer and landlords pay a high price. That price may include:

1. Declines in property values — particularly when the activity begins affecting the reputation of the neighborhood.

2. Property damage arising from abuse, retaliation, or neglect.

3. Toxic contamination and/or fire resulting from manufacturing or grow operations.

4. Loss of rent during the eviction and repair periods.

5. The fear and frustration of dealing with dangerous tenants.

6. Increased resentment and anger between neighbors and property managers.

7. Civil penalties, including loss of property use for up to one year, and lawsuits from surrounding property owners.

8. Fines, lawyer fees, and court appearances for violating City Ordinances.

Benefits of Active Management

Active management can prevent much of the rental-based drug crime occurring today. Developing an active management style requires a commitment to establishing a new approach. Landlords and managers interviewed for this program, who have made the switch to more active management, consistently report these rewards:

1. A stable, more satisfied tenant base.

2. Increased demand for rental units — particularly for multi-family units that have a reputation for active management.

3. Lower maintenance and repair costs.

4. Improved property values.

5. Improved personal safety for tenants, landlords, and managers.

6. The peace of mind that comes from spending more time on routine management and less on crisis control.

7. Appreciative neighbors.

PREPARING THE PROPERTY

Make the environment part of the solution.

ADVICE WE WERE GIVEN:

"Drug people don't like to be seen. They can set up anywhere, but the farther they are from the manager's office or the more hidden the house is from view, the better they like it." — Police officer.

THE BASICS

Make sure the aesthetic and physical nature of the property is attractive to honest renters and unattractive to dishonest ones.

KEEP THE PROPERTY UP TO HABITABILITY STANDARDS

Maintaining housing standards is important to the public welfare and it protects against neighborhood decay. In addition, a substandard rental unit is more likely to attract drug criminals — it announces to potential criminals that the landlord's standards are low and that inappropriate tenant behavior is likely to be overlooked.

Also, eviction of a knowledgeable problem tenant from a poorly maintained unit can be both time consuming and expensive. Landlord/tenant laws generally protect tenants from retaliation if the tenant complains that the landlord has not complied with minimum housing standards. If a landlord attempts to evict a problem tenant from a substandard unit, a court may be confronted with having to weigh the behavior of a problem tenant against that of a problem landlord. So in effect, landlords who fail to meet their responsibilities under the law may find that they have compromised their rights under the law as well.

Before renting your property, make sure it meets applicable local maintenance code, the habitability requirements of your local landlord/tenant law, and — if you rent to Section 8 tenants — the U.S. Department of Housing and Urban Development (HUD) standards for "decent, safe, and sanitary" housing. While many of the basic elements of these requirements will overlap, they won't entirely, so you will need to check all three sources to make sure you are in compliance. All multi-family (2 plus units) must have a certificate of occupancy from Neighborhood Services. For a general discussion of basic requirements, see the chapter on *Ongoing Management.* For the specific code that impacts your area, review applicable state and local law.

"CPTED" DEFINED

Crime Prevention Through Environmental Design, known as CPTED (pronounced "*Sep Ted"*), is a field of knowledge developed in response to research demonstrating that the architecture of some buildings deters crime while that of others encourages it. These concepts were originally designed to help reduce crime *to* a property (e.g., a burglar breaking in). They are now known also to help prevent crime *from* a property (e.g. drug dealing, drug manufacturing, illegal gang activity).

Essentially, it is important that lighting, landscaping, and building design combine to create an environment where drug dealers, burglars, and other criminals don't feel comfortable. Basic steps include making it difficult to break in, closing off likely escape routes, and making sure public areas can be easily observed by nearby people as they go about their normal activity. The four basic elements of CPTED:[1]

- **Natural Surveillance.** The ability to look into and out of your property. Crime is less likely to happen if criminals feel they will be observed. Examples: Keep shrubs trimmed, so they don't block the view of windows or porches. Install glass peepholes so children and adults can see who is at the door *before* they open it. Prune tree branches that hang below six feet. Install low-energy-usage outdoor lighting along the paths. Install motion-activated lights in private areas such as driveways. Keep drapes or blinds open during the day; leave porch lights on at night.
- **Access Control.** Controlling entry and exit. Crime is less likely to happen if the criminal feels it will be hard to get in or that escape routes are blocked. Examples range from something as simple as a locked door to a 24-hour guard station or remote-activated gate. Applies to individual apartments too: deadbolt locks, security pins in windows and sliding-glass doors. In high rise apartments, the "buzzer" for opening the front door from inside an apartment is an access control device.
- **Territoriality.** Making a psychological impression that someone cares about the property and will engage in its defense. Conveying territoriality is accomplished by posting signs, general cleanliness, high maintenance standards, and residents who politely question strangers. Signs that tell visitors to "report to the manager," define rules of conduct, warn against trespassing, or merely announce neighborhood boundaries are all part of asserting territoriality. In other examples, cleaning off graffiti the very next day or painting a mural on a blank wall both send a message that minor crime won't be overlooked.
- **Activity Support.** Increasing the presence of law-abiding citizens can decrease the opportunities for criminals. Neighborhood features that are not used for legitimate activities are magnets for illegal activities. Organizing events or improving public services in parks and school yards, holding outdoor gatherings on hot summer nights, and accommodating bicycles, joggers, and fitness walkers are all examples.

How these concepts are best applied in a given property depends on many factors, including the existing landscaping, building architecture, availability of resident managers, management practices, presence of security personnel, desires of law abiding residents, and more.

[1] Although research on CPTED goes back decades, the description given here is based on information provided by the Tucson, Arizona Police Department's "Safe By Design" program.

KEEP THE PROPERTY VISIBLE, CONTROL ACCESS

The following are some recommended "first steps" for making "CPTED" changes to rental property. Taken alone, few of the following elements will have a significant impact. Taken together, they will stop some operators from wanting to move into the property, and will make it easier for neighbors (or surveillance teams) to observe and document illegal activity should it start up. Initial steps include:

- **Use lighting to its best advantage.** Install photosensitive lighting over all entrances. Buyers, sellers, and manufacturers of illegal drugs don't like to be seen. At minimum, the front door, back door, and other outside entrance points should be equipped with energy-efficient flood lighting that is either motion or light sensitive — made to go on for a few minutes when a person approaches or to go on at sunset and stay on till dawn. Backyards and other areas should also be illuminated as appropriate. While lights should illuminate the entrances and surrounding grounds, they should not shine harshly into windows — either yours or the next-door neighbor's. Be sure applicants understand that the lighting is part of the cost of renting — that it must be left on.

  In apartment complexes make sure that all walkways, activity areas, and parking lots are well lighted, especially along the property perimeter. Covered parking areas should have lighting installed under the canopy. All fixtures should be of vandal-resistant design. Landscape planning should take into account how future plant growth will impact lighting patterns.

- **Make sure fences can be seen through.** If you install fencing, chain link or wrought iron types are best, because they limit access without also offering a place to hide. Wood fencing can also be used effectively, provided wide gaps are left between the boards. In some cases you might also consider a lower fence height — for example, four feet high instead of six. Consider replacing, or modifying, wood fences that have minimal gaps between boards. Keep hedges trimmed low.

- **Keep bushes around windows and doorways well trimmed.** Bushes should not impair the view of entrances and windows. Tree branches should also be trimmed up from the ground so as to discourage the possibility of a person hiding.

- **Post the address clearly.** Only the drug operator will benefit if the address is difficult to read from the street. In general, each number in the address should be 3" high and 1-1/2" wide. If there is an alley behind or beside the building, address numbers may also be posted on the side or rear of the building to allow them to be read from the alley as well. When address numbers are faded, hidden by shrubs, not illuminated at night, or simply falling off, neighbors will have one more hurdle to cross before reporting activity and police will have more difficulty finding the unit when called.

  Large apartment complexes should have a permanent map of the complex, including a "you are here" point of reference, at each driveway entrance. These maps should be clearly visible in all weather and well lighted. If the complex consists of multiple buildings, make sure building numbers can be read easily from any adjacent parking area, both day and night. Also, make sure that rental units are numbered in a logical and consistent manner to make it possible for officers to locate the unit as rapidly as possible if called to it.

- **Control traffic flow and access.** In larger complexes, control access points to deter pedestrian passersby from entering the property. Then do the same for automobile traffic. People involved in drug activity prefer "drive through" parking lots — those with multiple exits. Consider blocking some parking exits, adding fencing, and rerouting traffic so all automobile *and* foot traffic, coming and going, must pass the same point — within view of the manager's office.

If more control is needed, issue parking permits to tenants. Post signs forbidding cars without permits to use the lot. Towing companies that specialize in this type of business can provide you with signs, usually for a nominal setup fee. Depending on the availability of street parking for guests, either deny guest parking altogether or limit it to specific spaces. Be consistent in having violators towed away. Remember, it is *your* parking lot, not a public one.

- **Before building, design for a strong sense of community.** Each of the other steps described in this section should be integrated into building plans to help design a safer rental unit from the start. In addition, for apartment complexes in particular, building plans should include design elements that will help foster a sense of community. Recreational areas and other community facilities can help encourage neighbors to become acquainted. Building layouts should nurture more personalized, neighborhood environments over those that may reinforce feelings of isolation and separation from the community.

KEEP IT LOOKING CARED FOR

Housing that looks cared for will not only attract good tenants' — it will also *discourage* many who are involved in illegal activity. Changes that help communicate "safe, quiet, and clean" may further protect the premises from those who want a place where chronic problem activity might be tolerated. While these approaches are useful in any type of rental, because of the day-to-day control that apartment owners have over the common areas of their property, the following approaches can make a particularly strong difference in multi-family complexes:

- **Remove graffiti fast.** Graffiti may be the random work of a juvenile delinquent, or the work of a gang member marking territory. Regardless, it serves as an invitation for more problems and it can demoralize and intimidate a neighborhood. If you believe graffiti may be gang related, call the police. Then remove it or paint it over. Remove it again if it reappears — do not let it become an eyesore.

- **Repair vandalism.** As with graffiti, an important part of discouraging vandalism is to repair the problem fast. If the vandalism appears to be directed against you or your tenants, the police should be advised immediately and additional approaches discussed to addressing the situation.

- **Keep the exterior looking clean and fresh.** Fresh paint, well-tended garden strips, and litter-free grounds help communicate that the property is maintained by someone who cares about what happens there.

APPLICANT SCREENING

"An ounce of prevention..."

COMPLAINTS WE HAVE HEARD:[1]

"People say you should screen your tenants. You can't. The applicants lie about their previous landlord — they give you a fake address and the phone number of their brother. You call up the brother, he plays along and you never discover they were evicted at the last two houses they rented."

"I thought I was calling the previous landlord and it was the applicant's parents — and the parents played along. It ended up in eviction, some months later."

"We can't screen tenants worth anything. If you don't do it right, you could be sued for discrimination. So you check to see if they have income and that's it."

ADVICE WE WERE GIVEN:

"I went to a meeting for landlords about these issues. I was surprised — most people in the room couldn't understand why they were getting bad tenants. They just couldn't see that there are ways to keep that from happening."

"Most landlords, even some 'pros,' are still practicing the old way of doing things — they take a social security number, make one phone call, and rent to the person. Then they wonder where the problems are coming from. Well the old methods don't work anymore."

"I've just quit relying on character judgment. For managing rental property, it doesn't work. I have a set application process, written down. Applicants must meet all the criteria. If they do, I rent to them. If they don't, I don't. It is simple, legal, and fair. At this point, every one of my properties has good people in it."

"Many landlords are frightened of the fair housing laws. Some believe they can't screen at all. If landlords establish a fair screening procedure and follow it equally for each applicant, they will have a very strong case against discrimination lawsuits."

"When I call previous landlords to verify an applicant's record, most are surprised to get a screening call from another landlord — apparently it happens too rarely."

THE BASICS

Attract honest tenants, while discouraging dishonest applicants from applying. Have a backup system to help discover if a dishonest person has applied. Use a process that is legal, simple, and fair.

1. At every step reinforce the message that you are an active manager, committed to providing honest tenants with good housing and keeping dishonest tenants out.

[1] Unless noted, quotes are from landlords or professional property managers. Note that some "complaints" contain inaccurate or incomplete assumptions about legal rights or procedure.

2. Establish written criteria. Communicate those criteria to the applicant. Communicate your commitment to complete applicant screening.

3. Thoroughly screen each applicant. Most landlords don't. At minimum: check photo ID and social security card, run a credit check, independently identify previous landlords, verify income.

4. Apply your rules and procedures equally to every applicant.

5. Learn the warning signs of dishonest applicants.

6. Do it. Don't cut corners. Don't believe it won't happen to you. Don't trust an innocent looking face, and don't accept applications just because your "gut" says they're okay.

OVERVIEW

There are two ways to screen out potentially troublesome tenants:

1. **Encourage self-screening.** Set up situations that discourage those who are dishonest from applying. Every drug dealer who chooses not to apply is one more you don't have to investigate.

2. **Uncover past behavior.** More often than not, a thorough background check will reveal poor references, an inconsistent credit rating, or falsehoods recorded on the application.

The goal is to weed out applicants planning illegal behavior as early as possible. It will save you time, money, and all the entanglements of getting into a legal contract with people who may damage your property and harm the neighborhood.

For the following steps to be most effective, it is just as important that applicants actually read and understand the rules and the process as it is that you implement the process in the first place. Implementing elements of the following suggestions may help protect yourself legally. Making sure that an applicant knows your commitment to the process may help prevent problems before they have a chance to grow.

Also, a word of caution: If you are looking for a one-step solution, you won't find it here. There are no "magic" phone numbers you can call to get perfect information about applicants and their backgrounds. Effective property management requires adopting an approach and attitude that will discourage illegal behavior, while encouraging the stabilization, and then growth, of your honest tenant base. What makes the following process so effective is not any one step, but the cumulative value of the approach.

APPLICANT SCREENING, CIVIL RIGHTS, AND FAIR HOUSING

Landlords are sometimes confused over how much right they have to turn down applicants. A few even believe that civil rights laws require them to accept virtually *any* applicant. This is not the case.

Civil rights laws are designed to protect the way applicants are screened and to make sure that all qualified applicants feel equally invited to apply. Federal fair housing guidelines prohibit discrimination based on race, color, religion, sex, handicap, national origin, or familial status (presence of children). Many state and local governments add more categories — marital status, sexual orientation, source of income, or participation in a government subsidy program are common examples. The purpose of these laws is to prevent discrimination on the basis of a person's membership in a protected class. Nothing in the law forbids you from setting fair screening guidelines and applying them equally to all applicants.

Keep in mind that *every* person belongs to these various classes — each of us can be defined in terms of our race, color, sex, national origin, familial status, handicapped status, etc. So *any* time you deny an applicant, you have, in a sense, denied someone who belongs to a protected class. The question is whether or not you treat applicants or tenants adversely *because* of the class to which they belong. If the criteria you set are blind to class issues, and you apply them consistently, you may turn down applicants who do not measure up.

The key lies in making sure your process is fair — that it neither directly nor indirectly discriminates on the basis of one of the federally defined classes or other classes that may also be protected in your community.

To comply, you should design a fair process *and* apply it consistently and equally to all applicants. The following examples are consistent with federal fair housing guidelines:

- You may have a rule that requires all applicants to show a photo I.D., and you could turn down applicants who cannot produce a photo I.D. The practice becomes illegal when you apply the rule inconsistently — requiring I.D. from people of one class but not from those of another.

- You could give a document to all applicants that outlines rules of the unit and warns against selling drugs on the property. The practice becomes illegal when you hand it to applicants of one class, but not of another. Should you develop such a document, also make sure the wording used does not discourage members of a protected class from applying.

- You could refuse to rent to anyone who lies to you during the application process or provides false information on the application. This is both legal and highly appropriate.

There is nothing illegal about setting fair criteria and holding *all* applicants to the same standards. By the consistent use of such guidelines you can retain full and appropriate control over who lives in your rental units and who does not.

Finally, as you study the letter of the law, keep its spirit in mind as well. The sooner we remove the types of discrimination that weaken our communities, the sooner we can build a stronger, more equitable society.

WRITTEN TENANT CRITERIA: WHAT TO POST

Many of the attorneys and legislative authorities interviewed for this program recommend developing written rental criteria and posting a copy of those criteria in your rental office. If you do not have a rental office that all applicants visit, they suggest attaching a copy of the criteria to *every* application you give out.

If you are going to use written criteria, remember to have applicants read the document. Posting information alone is of limited prevention value unless applicants know it is there.

The following is intended as a "generic" example of information a manager might post and direct each applicant to read. The intent is to encourage every honest tenant to apply, while providing dishonest applicants with an early incentive to seek housing elsewhere. Every drug dealer who doesn't apply is one more you don't have to deal with.

By itself this information will scare off only a few people involved in illegal activity. Most have heard tough talk before. Many expect landlords to be too interested in collecting rent to care about applicant screening. It is important to follow through in word and action — continually reinforce the point that you enjoy helping honest tenants find good housing by carefully screening all applicants, and *then actually screen them.*

While we have attempted to make sure the following section adheres to the goals of national fair housing guidelines, there may be criteria listed that do not meet the requirements of some state or local civil rights laws. Further, complying with federal and local civil rights laws involves much more than the language used in the applicant screening process. If you are not familiar with your fair housing responsibilities, seek information from a local rental housing association or from an attorney who specializes in the subject.

Also, the following is only an example intended to show various types of rules that might be set. You should adjust the criteria as appropriate for your own needs. Whatever criteria you set, have them reviewed by an attorney familiar with current landlord/tenant issues before you post them.

Introduction

Here it is important to "set the tone" for your applicants — make sure that good applicants want to apply and that bad applicants may begin to think twice. Here's one approach:

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal activity. To that end, we have a thorough screening process.

If you meet the application criteria and are accepted, you will have the peace of mind of knowing that other renters in this area [apartment complex] are being screened with equal care, and as a result, there may be a reduced risk of illegal activity occurring in the area.

Please review our list of criteria. If you feel you meet the criteria, please apply.

Please note that we provide equal housing opportunity: *we do not discriminate on the basis of race, color, religion, sex, handicap, national origin, or familial status.*

Screening Criteria

✓ **A complete application.** One for each adult (18 years of age or older). If a line isn't filled in, or the omission explained satisfactorily, we will return it to you.

This criterion helps to make sure that every application has enough information for you to make an informed decision. One of the simpler methods for hiding one's financial history is to "forget" to fill in one's social security number or date of birth on the application form. Without a name, social security number, and date of birth, credit checks cannot be run. To the person contemplating illegal activity, this requirement will communicate a very basic message — that you will actually screen your applicants. That message alone will turn away some.

This rule also allows you to receive an application from *each* roommate and not just the one with the good rental history. People involved in illegal activity may have friends and roommates who still have clean credit or a good rental history. The obvious approach for such people is to have the person with the good rental history apply and then follow that person into the unit. You have a right to know who is planning to live in the unit, so require an application and verify the information for each person.

✓ **Two pieces of I.D. must be shown.** We require a photo I.D. (a driver's license or other government issued photo identification card) and a second piece of I.D. as well. Present with completed application.

This is a simple and effective rule. Note that the second piece of identification does not have to be very "official" — generally, a credit card, student ID card, or many other types of cards will do. The issue is that a person who carries false identification may not have *two* pieces of false I.D. with the same name on it.

✓ **Rental history verifiable from unbiased sources.** If you are related by blood or marriage to one of the previous landlords listed, or your rental history does not include at least two previous landlords, we will require: a qualified co-signer on your rental agreement (qualified co-signers must meet all applicant screening criteria) or an additional security deposit of X amount.

It is your responsibility to provide us with the information necessary to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.

If you owned — rather than rented — your previous home, you will need to furnish mortgage company references and proof of title ownership or transfer.

Variations of this rule have been used by many landlords to address the issue of renting to those who do not have a rental history or those who say "I last rented from my mother (or father, aunt, or uncle)." This makes it harder for a dishonest applicant to avoid the consequences of past illegal behavior — while loyal relatives may *say* a relation is reliable, they might think twice about co-signing if they know that isn't true.

If requiring a co-signer seems unwieldy for your type of rentals, you may want to offer a different option: require additional pre-paid rent or security deposit from people who don't have a verifiable rental history.

✓ **Sufficient income/resources.** If the combination of your monthly personal debt, utility costs, and rent payments will exceed X% of your monthly income, before taxes, we will require a qualified co-signer on your rental agreement (or an additional deposit of X amount). If the combination exceeds X+Y% of your monthly income, your application will be denied.

We must be able to verify independently the amount and stability of your income. (For example: through pay stubs, employer/source contact, or tax records. If self-employed: business license, tax records, bank records, or a list of client references.) For Section 8 applicants, the amount of assistance will be considered part of your monthly income for purposes of figuring the proportion.

You can, and should, verify self-employment. Drug dealers may describe themselves as self-employed on the assumption that you will have to take their word as verification. Some will be unprepared to supply tax returns, a copy of a business license, or other verification.

It may also be appropriate to remove income requirements for Section 8 applicants since the Joliet Housing Authority (JHA) will have already determined the amount of subsidy based on ability to pay. Also, in some areas of the country it may not be legal to screen a subsidized tenant on the basis of amount of income. Note also that some landlords include a condition for those applicants who do not have a regular monthly income, but do have substantial savings on which to draw. Landlords who set such guidelines often define a minimum cash net worth (described as a multiple of the monthly rent) for people in this category.

✓ **Section 8 information access.** Section 8 applicants must sign a consent form allowing the local Public Housing Agency to verify information from your file regarding your rental history.

New HUD guidelines permit Public Housing Agencies to allow the landlord to verify certain types of information in the applicant's Section 8 file. The Housing Authority of Joliet will supply names of previous landlords (if known) and copies of previous inspections upon receipt, from the landlord, of an Authorization for release of information form signed by the applicant.

✓ **False information is grounds for denial.** You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.

If your applicants are not honest with you, you may turn them down. It's that simple.

✓ **Criminal convictions for certain types of crimes will result in denial of your application.** You will be denied rental if, in the last X years, you have had a conviction for any type of crime that would be considered a serious threat to real property or to other residents' peaceful enjoyment of the premises, including the manufacture or distribution of controlled substances.

Do not use this requirement as a crutch — many drug dealers haven't yet been convicted of a crime. In addition, few people who are planning to use a rental for illegal activity, whether or not they have a criminal record, will have a verifiable, clean rental history. If you are performing the other recommended screening steps conscientiously, this criterion will often be unnecessary.

✓ **Certain court judgments against you may result in denial of your application.** If, in the last X years, you have been through a court ordered eviction, or had any judgment against you for financial delinquency, your application will be denied. This restriction may be waived if there is no more than one instance, the circumstances can be justified, *and* you provide a qualified co-signer on your rental agreement.

Although, in most cases, you may turn down applicants who have been through a recent court-ordered eviction, we recommend maintaining flexibility for some instances. After all, some evictions are not deserved. It also seems inherently fairer to give people who have made a single mistake the chance to improve.

✓ **Poor credit record (overdue accounts) may result in denial of your application.** Occasional credit records showing payments within __ to __ days past due will be acceptable, provided you can justify the circumstances. Records showing payments past __ days are not acceptable.

If you are renting property, you are effectively making a loan of the use of your property to your tenant. Banks don't loan money to people with poor credit. You don't have to loan the use of your property either. Note that the numbers of days listed here are just one example. The limits you set may be different.

You may also want to have exceptions for specific types of bills. For example, you might wish to allow exceptions if the only unpaid bills are for medical expenses. However, regardless of what other exceptions you define, remember that it is a very poor idea to accept tenants who have a history of not paying previous landlords — if they didn't pay the last landlord, they may not pay you either.

✓ **Poor references from previous landlords may result in denial of your application.** You will be turned down if previous landlords report significant complaint levels of noncompliance activity such as: repeated disturbance of the neighbors' peace; reports of prostitution, drug dealing, or drug manufacturing; damage to the property beyond normal wear; reports of violence or threats to landlords or neighbors; allowing persons not on the lease to reside on the premises; failure to give proper notice when vacating the property.

Also, you will be turned down if a previous landlord would be disinclined to rent to you again for any reason pertaining to lease violating behavior of yourself, your pets, or others allowed on the property during your tenancy.

Check your local laws for the behaviors you can list in this type of requirement. The example above uses a combination of violations of one state's landlord/tenant law and the rental agreement requirements of the landlord doing the screening.

✓ **There is a $X earnest deposit, conditionally refundable.** If you are accepted, the deposit will be applied to your security deposit. If you withdraw your application after we have incurred screening expenses, we will not refund your deposit. In all other cases, the deposit will be refunded.

This is another policy that may not be legal in all states. For those who can use it, the key is to assure that every applicant who does apply is committed to renting the unit. That way the landlord doesn't waste time

and money screening those who are not planning to rent. Also, this requirement may discourage some people involved in illegal activity from applying. See the discussion on page 14 for more on this topic.

✓ **We will accept the first qualified applicant.**

In the interests of ensuring that you meet the requirements of fair housing law, this is the best policy to set. Take applications in order, noting the date and time on each one. Start with the first application. If that applicant meets your requirements, go no further — offer the unit to the first applicant. This is the most fair policy you can set, and it helps make sure that you do not introduce inappropriate reasons for discriminating when choosing between two different, qualified applicants.

Rental Agreement

Some landlords post a copy of the rental agreement next to their screening requirements. Others offer a copy to all who wish to review it. The key is to make sure that each applicant is aware of the importance you place on the rental agreement. In addition, you may want to set a procedure to ensure that every applicant is aware of key elements of the agreements that limit a tenant's ability to allow others to move onto the property without the landlord's permission. One approach:

If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit or complex. A complete copy of our rental agreement is available for anyone who would like to review it.

Please read the rental agreement carefully, as we take each part of the agreement seriously. The agreement has been written to help us prevent illegal activity from disturbing the peace of our rental units and make sure that our tenants are given the best housing we can provide.

Other Forms and Procedures

At this point, you may want to post information, as applicable, about waiting list policies, security deposits, prepaid rent, pet deposits, check in/check out forms, smoke detector compliance, and other issues relating to rental of the unit.

REGARDING "BORDERLINE" APPLICANTS

The preceding criteria include a number of examples where exceptions are made in borderline cases if the applicant can provide a co-signer. Alternately, some flexibility can also be introduced by setting rules that require borderline applicants to provide larger deposits or more prepaid rent. Introducing such flexibility to your application process can make sure, for example, that you do not turn down good applicants who have a single, justifiable problem on their credit report. Use of such borderline conditions can result in a more fair process for your applicants as well. As with all aspects of managing rental housing, apply your policies for borderline applicants consistently regardless of the protected class of the applicant.

APPLICATION INFORMATION: WHAT TO INCLUDE

The best approach is to avoid reinvention of the wheel — contact a local legal publishing company, a rental housing association, or your own attorney for copies of appropriate forms. Whether you are using application forms or rental agreements, make sure you have forms that were designed specifically for the laws that govern your area and are up-to-date with any recent changes.

1. These requirements, and others, will be on many standard forms:

- Full name, including middle.
- Date of birth.
- Driver's license/I.D. number, and state.
- Social security number (you'll need it for the credit check).
- Name, date of birth, and relation of all people who are going to occupy the premises.
- Name, address, and phone number of past two landlords.
- Income/employment history for the past year. Income/salary, contact/supervisor's name, phone number, address. If self-employed, ask for copy of business license, tax returns, bank records, or client references.
- Additional income — it is only necessary to list income that the applicant wants included for qualification.
- Credit and loan references. Auto payments, department stores, credit cards, other loans.
- Bank references. Bank name, account number, address, phone number.
- AS APPROPRIATE: Name and phone number of a relative to call in case of emergency; information about pets and deposit rules; other information required for application.

2. The following question is *not* typically on standard forms, but could be added. *If you are going to use it, make sure you include it on all application forms and not just some of them.*

- "In the last X years, have you, or any other person named on this application, been convicted for dealing or manufacturing illegal drugs?"

Of course, if they *do* have a conviction, they may lie about it. However, if you discover they have lied, you have appropriate grounds for denying the application or, with the right provision in your lease, terminating the tenancy. Also, it is one more warning to dishonest tenants that you are serious in your resolve.

ABOUT FEES AND "APPLICATION DEPOSITS"

In some states, landlords charge an application fee to defray the cost of screening. Others require an earnest money deposit at the time of application to make sure the applicant is serious about renting the unit. While policies vary, most stipulate that if the applicant is accepted, but chooses not to rent the apartment, the fee or deposit will not be refunded. The value of charging a fee or collecting a deposit with the application is preventive:

- **Fees and deposits can promote "self-screening."** People who are planning illegal activity may recognize your charging a fee as further indication of your commitment to screen carefully. Further, such a policy can discourage those who plan on filling out multiple applications, waiting to set up a drug operation with whichever landlord accepts them first.

- **Fees and deposits can save time.** You will spend less time screening people who then decide not to rent from you. Also, with a financial commitment involved, an applicant might take an extra few minutes to make sure every line on the application is filled in completely and accurately — making your verification process that much easier. Your best investment of the time you save? Spend it screening each applicant more thoroughly.

Charging an earnest money deposit, or an application fee, is not for everyone. In addition, because of the potential for abuse, local landlord/tenant laws often regulate policies associated with deposits and fees, so check your local law to assure the policy you set is acceptable. Unless regulated differently in your area, we suggest the following approach as a fair "earnest fee" policy:

1. **Keep it reasonable.** For example, charge enough to cover the direct out-of-pocket costs of screening a single applicant, but not more (e.g., the cost of a credit check or the amount you pay a screening company). Remember, the major value in charging an application fee or collecting a deposit is to make sure the applicant is committed to renting the unit — the fee won't necessarily cover all costs you incur to screen applicants.

2. **Keep it fair.** Return fees or deposits to all honest applicants who were not given the opportunity to rent the unit. Return the money even if you incurred some screening costs on those applicants. If honest applicants are required to pay a fee even when they are not offered an apartment, the cost of just *finding* housing can become prohibitive.

For more information about fee and deposit policies — as well as guidance on appropriate forms to use — contact a local property management association or an experienced landlord/tenant attorney. For those who are running multi-family units, you may also wish to consult those same sources about a related issue — how to implement a fair waiting list policy for qualified applicants who are willing to wait for an available unit.

HOW TO VERIFY INFORMATION

Many landlords are *surprised* to receive calls from other landlords inquiring about the quality of a past tenant. Apparently it doesn't happen often enough. As one landlord put it, "you can spend $100 in time and money up front or be stuck with thousands later." As another put it, "99% of these problems can be avoided through effective screening. There is no better investment you can make."

As you review the following list, keep in mind that you will not have to do every step for each applicant, but the basics, written in **bold** letters, should be done every time. *If you implement no other recommendations in this manual, implement these:*

1. **Compare the I.D. to the information given.** Make sure the photo I.D. matches the applicant and the information matches that given on the application form. If the picture, address, and numbers don't match the application information, find out why — you may have cause to turn down the application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you don't have to rent to the applicant.

2. **Have a credit report run and analyzed.** A credit report will provide independent verification of much of the application material. You can find out about past addresses, court ordered evictions, credit worthiness, past due bills, and other information. The reports are not foolproof, but they provide a good start. Here are your options:

   - **Join a credit bureau directly.** If you are managing a number of units and are likely to be screening multiple applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. While this is an option, note that even some very large management companies go through associations or contract with applicant screening firms to gain the benefit of their outside expertise. If you have a home computer with a modem, consider buying software (such as a program called "Race") to do credit reports from your home seven days a week. No more waiting until Monday morning to call and get that information. Check courthouse records for court cases on applicants and current tenants. Many cases are settled out of court and never make it to the actual credit report. Those records are still on file at the courthouse. There is no charge for this.

Or:

   - **Have a third party pull the report and offer interpretation.** If you are not screening a sufficient volume of applicants, or would like assistance in interpreting the reports, contact an applicant screening firm or local rental housing association for assistance. Services vary from organization to organization and you should shop for the organization that best meets your needs. At one end of the spectrum are organizations that handle the entire applicant screening process for you. At the other end of the spectrum are organizations that simply pull the reports and mail you a copy. There are many variations in between.

3. **Independently identify previous landlords.** The most important calls you make are to the previous landlords. The best indicator of a tenant's future behavior is his or her past behavior. To begin, verify that the applicant has given you accurate information:

   - **Verify the past address through the credit check.** If the addresses on the credit report and the application don't match, find out why. If they do match, you have verification that the tenant *actually lived there.*

   - **Verify ownership of the property through the tax rolls.** A call to the county tax assessor will give you the name and address of the owner of the property that the applicant previously rented. (Title companies and real estate brokers typically have ready access to this information as well.) If the name matches the one provided by the applicant, you have the *actual landlord.*

If the name on the application doesn't match with tax rolls, it could still be legitimate — sometimes tax rolls are not up to date, property has changed hands, the owner is buying the property on a contract, or a management company has been hired to handle landlord responsibilities. But most of these possibilities can be verified. If nothing else, a landlord who is not listed as an owner on the tax rolls should be familiar with the name of person who *is* listed — so ask when you call.

- **If possible, cross check the ex-landlords' phone numbers out of the phone book.** This will uncover the possibility of an applicant giving the right name, but a different phone number (e.g., of a friend who will pretend to be the ex-landlord and vouch for the applicant). If the owner's number is unlisted, you will have difficulty verifying the accuracy of the number provided on the application. The local phone company may be willing to give you the name of the person who uses the number on the application, although in most cases they won't.

Now you have verified the landlord's name, address, and perhaps even phone number. If the applicant gave you information that was intentionally false, deny the application. If the information matches, call the previous landlords.

Remember, if the applicant is currently renting somewhere else, the present landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the landlord before that — the one who is no longer involved with the tenant. *Be sure you locate and talk to a past landlord with no current interest in the applicant.*

4. **Have a prepared list of questions that you ask each previous landlord.** Applicant verification forms — generally available through rental housing associations or through legal publishing companies — give a good indication of the basic questions to ask. You may wish to add other questions that pertain to your screening criteria. In particular, many landlords we spoke with use this question: *"If given the opportunity, would you rent to this person again?"*

   Also, if you suspect the person is not the actual landlord, ask about various facts listed on the application that a landlord should know — the address or unit number previously rented, the zip code of the property, the amount of rent paid. If the person is unsure, discourage requests to call you back — offer to stay on the line while the information is looked up. Consider calling and saying, "I'm Mrs. Smith and have received an application from XXXXX who has listed you as a reference. Can you tell me how you know them?" If the applicant has listed his/her friend down as their landlord, this will throw the friend off from what role he/she is supposed to play.

5. **Get co-signers if necessary.** If the applicant meets one of your defined "borderline" criteria — such as having rented from a relative previously — and you have posted the appropriate rule, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. To ensure the legal strength of the co-signing agreement, you may wish to have your attorney draw up a document you can use for such purposes.

6. **For Section 8 renters, hand deliver a written request for information to your local Public Housing Agency.** This process is dependent on your local Public Housing Agency's procedures and thus will not be available in all areas. One example of how the procedure can work is described in the chapter on *The Section 8 Program*. The Housing Authority of Joliet will supply names of previous landlords, if known, and copies of previous inspections upon receipt of a signed release from the applicant.

7. **Verify income sources.** Call employers and other contacts using phone numbers from the directory. If an applicant is self-employed, get copies of bank statements, tax returns, business licenses, or a list of client references. *Don't cut corners here:* many drug distributors wear pagers, have cellular phones, and generally appear quite successful, but they cannot verify their income with tax returns, bank statements, or references from established clients. Many companies today will not verify income over the phone or by fax. Ask the applicant to see their last three pay stubs instead. By asking for three you can average their weekly salary better. One weekly pay stub might not tell the whole story.

8. **Consider checking for criminal convictions.** The process for obtaining criminal background information will vary, but you typically will have the right to obtain such information. Outcomes of court proceedings are generally public record and as such can be obtained through the local court system. Note, however, that many law enforcement agencies may not be able to disclose information about criminal background. The Joliet Police cannot release state criminal history information, this doesn't necessarily mean the information is unavailable. Besides the Will County Clerks office the State Bureau of Identification will provide conviction information. There may also be private tenant screening firms in your area that will do criminal background searches for you. See the Resources section in the back of the manual for the Names, addresses, and phone numbers of such agencies.

   Your chances for getting verifiable information are best if you have the applicant's name, date of birth, social security number, and current address. The City of Joliet offers a local criminal background screening service for a nominal fee that will inform you of any local arrest by the Joliet Police Department. The City of Joliet does not advise landlords on how to use the information obtained through this service. This decision is left up to the discretion of the landlord.

   Finally, resist the urge to rely too heavily on this screening technique—there are many drug criminals who have not yet been convicted of a crime.

9. **Verify all other information according to your screening criteria.** Remember, before you call employers, banks, or other numbers listed on the application, verify the numbers through your local phone book or long distance directory assistance.

A NOTE ABOUT HIRING EMPLOYEES

Many rental property owners hire employees to assist with tenant screening, routine maintenance, and other tasks. It is critical that resident managers and other "agents" of the landlord be screened even more thoroughly than applicants for tenancy. In general, when an employee breaks the law while on duty, both the employee and the employer can be held responsible by the party that is harmed by the action. When the employee violates an element of rental housing law, the liability you will hold for employee misbehavior should be reason enough for extra screening efforts.

One screening tool that you will want to seriously consider for job applicants is a criminal conviction check, even if you don't check criminal backgrounds on prospective renters. Once property managers are hired, make certain they are trained in effective applicant screening, along with the warning signs of dishonest applicants. Also, be sure they understand, and follow, the requirements of fair housing laws.

HOW TO TURN DOWN AN APPLICANT

In general, if you have posted fair rental criteria and you screen all applicants against those criteria, you may safely turn down an applicant who does not meet your guidelines. Opinions vary regarding the amount of information that is required to be given to an applicant who is denied a rental unit. We recommend, at the minimum, following the guidelines defined by the federal government in the Fair Credit Reporting Act for denial of credit. Check to see if your local jurisdiction requires additional disclosure. Using the process defined in the act for denial of credit, the following is a general overview of how to meet the federal disclosure requirements:

- **If the denial is based on information from a credit report, screening company, or other organization that you pay to provide screening information:** A landlord is *required* to give the name and address of the consumer reporting agency used and to inform applicants of their ability to contact the agency, correct errors, and resubmit an application for another unit in the future. (Note: Do not show the applicant a copy of the credit report. Have applicants get a copy directly from the credit reporting agency.)

  Sample wording: "Based on information received from your credit report (or other paid source) you do not meet our posted rental criteria. If you have any questions, you may contact (source, address). If you find their information is in error, you may work with them to correct the problem and resubmit an application for another rental unit in the future."

- **If the denial is based on information from non-paid sources** (the word of a previous landlord, for example): While you are not required to disclose immediately your reason for turning down applicants in these situations, you *are* required to advise applicants of their right to submit, within 60 days, a written request for that information and their right to a response within a reasonable time after submitting the request.

  Sample wording: "Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision."

  Of course, if you receive such a request, then report the reason for turning down the applicant — explain why the applicant does not meet your posted criteria. Again, if your screening criteria are free of illegal discrimination and you have applied your criteria consistently, then you may safely turn down applicants who do not measure up.

Also, when possible, keep it simple. For example, if you are turning down an applicant simply because you accepted an earlier applicant, just say so. Or, if one look at the application indicates that the person doesn't have nearly enough income to rent the unit, don't make the applicant wait a week to find out — again, just say so.

In the interests of proving you have met disclosure requirements, you may want to hand out an information sheet with the disclosure process described and appropriate addresses provided. Contact a local property management association for more details, and again, check your local law for additional disclosure requirements.

OTHER SCREENING TIPS AND WARNING SIGNS

The following are additional tips to help you screen applicants. You should also be familiar with the warning signs described in the chapter on *Warning Signs of Drug Activity.*

- **Consider using an "application interview."** Some landlords have started asking the applicant all questions in person. Keep the application form in front of you and ask the questions as you fill in the blanks. Have the applicant review the completed application, make sure it is correct, and sign it. Landlords who use this approach find it has these advantages: First, applicants don't know which questions are coming, so it is harder to make up a story — something that shouldn't bother an honest applicant, but may uncover a dishonest one. Second, the landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious. For example, honest applicants usually know their current phone number and date of birth without having to look it up.

  Landlords who use this approach also appreciate having the information written in their own, familiar handwriting. However, others avoid this approach for the same reason — you may be in a better legal position if the form is filled in directly by the applicant. Those who prefer to have the applicant fill in the form do a variation on this approach: The interview involves making sure the applicant can repeat basic information already provided on the application form without reading it. For example, the landlord might ask the applicant to verify his or her full name, current phone number, date of birth, and perhaps current address — all pieces of information that most honest applicants will know without having to look it up.

  As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to status in a protected class — e.g., a handicap that causes a speech problem, or possibly language skills associated with a particular national origin.

  If you choose not to use an interview approach, at minimum observe the way the application is filled out. Applicants may not remember the address of the apartment they were in two years ago, but they should know where they live now, or just came from. Generally, honest applicants can remember their last address, the name of their current landlord, and other typically "top-of-mind" facts about their life.

- **Consider a policy requiring applications to be filled in on site.** Some property managers require all application forms to be filled in on the premises — an applicant may keep a copy of their form only after it has been filled in, signed, and a copy left with the landlord or manager. Applicants who are unsure of some information should fill in what they can, and come back to fill in the rest. Such a policy should not be a barrier to honest applicants — in most cases, they would have to return to bring back the signed application anyway. However, the policy can dampen the ability of dishonest applicants to work up a story.

  Assuming you have communicated your commitment to keeping illegal activity off your property, such a rule may also allow dishonest or dangerous applicants to exit with minimal confrontation — without an application in hand they are less likely to pursue making up a story and, once off the premises, they may simply choose not to return.

  Again, if you use such a policy, make sure it includes making reasonable accommodation for people whose particular handicap, or other protected characteristic, would otherwise result in the policy being a barrier to application.

- **Watch for gross inconsistencies.** When an applicant arrives in a brand new, luxury sports car and fills out an application that indicates income of $1,000 a month, something isn't right. There are no prohibitions against asking about the inconsistency or even choosing to deny the applicant because the style of living is grossly inconsistent with the stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal such oddities — for example if the applicant is paying out much more per month to service credit card debts than the applicant is taking in as income, something isn't right). Many don't realize it, but unless such a decision would cause a disproportionate rejection of a protected class (e.g., race, color, religion, and others) the law allows room to make such judgment calls.

  While you may not discriminate on the basis of race, color, religion, sex, handicap, national origin, familial status (the presence of children), as well as other classifications that may be added by your state or local jurisdiction, you *may* discriminate on the basis of many other factors, *provided the effect is not a disproportionate denial of a protected class.* If you deny the applicant for such a reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but don't assume your hands are tied. The law is written to prevent discrimination against protected classes. You are not required to look the other way when gross inconsistencies are apparent.

- **Be aware that people involved in illegal activity may use "fronts" to gain access to your property.** You may rent to someone who has an acceptable rental history and no record of illegal activity, yet once that person moves in, boyfriends, girlfriends, or other acquaintances or family members move in and begin dealing drugs and generating other crime or nuisances. In some cases, the people you thought you rented to don't move in at all — after using their good references to rent the unit, they give the key to drug dealers, for a fee. *Across the nation, it is the permission given by tenants to guests and others who have not signed the rental agreement that causes the greatest degradation in the quality of life in rental housing communities — both public and private.*

  Warning applicants that they will be held accountable for their guests, and then enforcing such a requirement with your tenants, is a cornerstone of protecting your property and the surrounding neighborhood. Make sure your tenants know that they must control their guests, and if they cannot, they should ask for help quickly. Further, most rental agreements specify that only people named on the agreement are allowed to use the unit as their residence. Make sure such a stipulation is in your rental agreement and point it out to all applicants, and emphasize that having another person move in requires submitting that person's application and allowing you to check references before permission is granted.

  If you make it clear you are enforcing these rules only to prevent illegal activity, you may scare away potential drug dealers, but keep good renters feeling more protected. You may further calm concerns of good renters if you assure them that you will not raise the rent because an additional person moves in. For more about this issue, see *Rental Agreements.*

- **Watch out for Friday afternoon applicants who say they must move in that very weekend.** Drug dealers know that you may not be able to check references until Monday, by which point they will already be in the rental unit. Tell the applicant to find a hotel or a friend to stay with until you can do a reference check. Could it cost you some rent in the short run? Yes. Will it save you money in the long run? *Absolutely.* Ask any landlord who has dealt with a drug problem in a rental unit. It is worth avoiding. (Some landlords allow weekend applicants to move in if they can independently verify their story. But you are better off waiting until you can verify the entire application.)

- **Observe the way applicants look at the unit.** Do they check out each room? Do they ask about other costs, such as heating, garbage service, and others? Do they mentally visualize where the furniture will go, which room the children will sleep in, or how they'll make best use of the kitchen layout? Or did they barely walk in the front door before asking to rent, showing a surprising lack of interest in the details? People who are planning an honest living care about their home and often show it in the way they look at the unit. Some who rent for illegal operations forget to pretend they have the same interest.

  Also, if the applicant shows little interest in any of the property *except* the electrical service, take note — both meth labs and marijuana grow operations can include rewiring efforts.

- **Consider alternate advertising methods for your property.** Houses that are within a few miles of colleges or business parks may be desirable housing for students or professionals. Some landlords have found success in posting advertising at such locations, thus targeting people who already have a credible connection with the community.

  If you are going to consider such an approach, keep in mind that fair housing guidelines apply in all aspects of managing rental housing, including advertising selection. Advertising through community colleges only may be acceptable, because such colleges typically enroll a broad cross-section of the community. But, for example, it would be inappropriate to advertise exclusively through a church newsletter or through the newsletter of a private club whose membership is not representative of the greater community. Such approaches could set up patterns of inappropriate discrimination. Either expand your media selection or change it altogether to make sure you are reaching a fair cross-section of the public.

- **Consider driving by the tenant's current residence.** Some property managers consider this step a required part of *every* application they verify. A visual inspection of applicants' current residences may tell you a lot about what kind of tenants they will be. Be sure you are familiar with drug warning signs before you look at previous residences.

- **Announce your approach in your advertising.** Some landlords have found it useful to add a line in their advertisements announcing that they do careful tenant screening or that they run credit checks. The result can be fewer dishonest applicants choosing to apply in the first place. Select your wording with care — you don't want to use phrasing that in your community might be interpreted as "code" for telling a protected class that they need not apply. Again, it is important to make sure that the opportunity to apply for your units — and to rent them if qualified — is open to all people regardless of race, color, religion, sex, handicap, national origin, familial status, and any other classifications that may be granted civil rights law protection in your jurisdiction.

Notes

RENTAL AGREEMENTS

Get it in writing.

ADVICE WE WERE GIVEN:

"We've solved a lot of problems by using the right paperwork at the beginning of the rental term — it improves our legal position and it lets the tenant know we are serious from the start."

THE BASICS

Minimize misunderstandings between you and your tenant, thus building a basis for clean and fair problem resolution down the road.

USE A CURRENT RENTAL AGREEMENT

Many property managers continue to use the same rental agreements they started with years ago. Federal and state law can change yearly, and case law is in constant evolution. By using an outdated rental agreement, a landlord may be giving up important rights. If a problem tenant chooses to fight in court, an outdated rental agreement could cost the landlord the case.

Sources for up-to-date rental agreements will vary by state. In many areas property management associations provide rental forms and consider it their job to make sure they are consistent with current law. Local legal document publishing companies may also be good sources for effective rental agreements. Be sure, however, that you are buying a form that is developed for the laws of your state — "generic" rental agreements sold nationwide will not work as well as more tailored agreements.

Unless you are planning to work with your own attorney to develop a rental agreement, purchase updated forms from one of these sources.

MONTH-TO-MONTH, OR LONG-TERM LEASE?

For most landlords of residential property, either a month-to-month rental agreement or a lease agreement for a fixed term of six months to one year are common. Each has advantages and disadvantages.

A month-to-month rental agreement gives you the option of serving the 30-day no-cause eviction notice. Of course, your tenants may also serve you the same notice, moving out by the end of the month and owing no more rent. Depending on your situation you will need to choose which your more comfortable using to remove tenants involved in illegal activity.
Regardless of the type of agreement used, keep in mind that no tenant is protected from a landlord's enforcement action if the tenant violates local landlord/tenant laws or does not comply with a legal

provision of the rental agreement. If tenants are in violation of the law, or are not in compliance with the lease, a landlord may serve notices that require the behavior to be corrected or the tenant to move out.

Also, remember that while the terms of your rental agreement are important, even the best rental agreement is not as valuable as effective applicant screening. The most important part of any rental agreement is the character of the people who sign it. No amount of legal documentation can replace the value of finding good tenants.

ELEMENTS TO EMPHASIZE

Inspect the rental agreement you use to see if it has language addressing the following provisions. If they are not in the rental agreement, consider adding them. To gain the most prevention value, you will need to point out the provisions to your tenant and communicate that you take your rental agreement seriously. Note that this list is not at all comprehensive — it only represents elements that are occasionally overlooked, and are particularly important for preventing and/or terminating drug-related tenancies.

1. **Subleasing is not permitted.** The state statutes we have examined do not regulate subletting, but do allow the landlord to do so. If your state's laws follow the same pattern, this means that *unless* your rental agreement specifies otherwise, your tenants have the right to sublet to whomsoever they please. Make it clear that the tenant cannot assign or transfer the rental agreement and may not sublet the dwelling. If you like, add this exception: unless the sublease candidate submits to the landlord a complete application and passes all screening criteria.

   You must maintain control over your property — too often the people who run the drug operation are not the people who rented the unit. This provision will not stop all efforts to sublease, but it may prevent some and it will put you in a stronger position if you have to deal with a problem subtenant.

2. **Only those people listed on the rental agreement are permitted to occupy the premises.** If the tenant wants another adult to move in, that person *must* submit a completed application and pass the screening criteria for rental history. The method, and ability, to enforce this type of rule will, again, vary from state to state. For example, you may need to define the difference between a "guest" and a "resident." Since tenants are typically well within their rights to have guests stay with them for short periods of time, it is generally inappropriate for landlords to set rules that attempt to prevent the occasional overnight guest. However, it *is* appropriate for landlords to place limits on the ability of the tenant to have other adults establish their residence at the rental without permission. While there is some controversy over how many days constitutes the difference between a "guest" and a "resident", 14 days in a calendar year is the most commonly accepted limit.

   Check with a local property management association or your own legal advisor before setting this criterion. Assuring your tenant that you will take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should that become necessary.

3. **No drug activity.** Make it clear that the tenant must not allow the distribution, sale, manufacture, or usage of controlled substances on the premises. You could also add various other types of crimes —

such as prostitution or other felony level criminal behavior on the premises. It's already illegal, but spelling it out in the rental agreement can make it easier to serve eviction notices for the problem.

4. **The tenants are responsible for conduct on the property.** Tenants should understand that they will be held responsible for the conduct of themselves, their children, and all others on the premises under their control. Generally speaking, landlord/tenant laws are designed to allow the tenant the same "my home is my castle" right to privacy as that enjoyed by any owner-occupant. However, with the right to private enjoyment of the "castle" comes the responsibility to control what goes on there. Most landlord/tenant laws address this issue, but spelling it out in the rental agreement may help as well.

   For people who plan to "front" for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by claiming that acquaintances, and not themselves, were involved in the activity.

   Wording on this provision should be done with care — you may not go so far as to hold victims responsible for the behavior of people who abused or intimidated them into silence.

5. **The tenant will not unduly disturb the neighbors.** Make it clear that the tenant will be responsible for making sure that all persons on the premises conduct themselves in a manner that will not interfere with the neighbors' peace. The issue here is not the occasional loud party. The issue is prevention of chronic nuisance behavior that can severely impact a neighborhood if the behavior is left unchecked. Generally, landlord/tenant laws set minimum behavior requirements for tenants, so in many states, a landlord could enforce this type of requirement even if a written rental agreement has not been used.

   What does disturbing the neighbors have to do with drug crimes? It doesn't necessarily. But we know that managers who attend to their own obligations and require tenants to meet theirs are far more effective in preventing drug activity than those who look the other way as complaints of noncompliance roll in. It is almost *never* the case that a drug criminal's first observed, evictable offense is the dealing or manufacturing of narcotics.

6. **In multiple unit rentals, the landlord is the "person in charge" of the common areas.** The Joliet Police Department recommends including this provision in rental agreements (including long-term leases and Section 8 contracts) at multifamily complexes. This "lease enabling" provision ensures that the landlord will retain the power to exclude nonresidents from the common areas of the property, should they violate the rules of the complex. There is legal theory to suggest that without this clause in the rental agreement of every occupant a police officer could not enforce trespassing laws in the common areas at the landlord's request. An example of a lease enabling provision that is currently considered appropriate:

   The landlord retains control over any common areas of the (name of premises) for the purpose of enforcing state or local trespass laws and shall be the "person in charge" for that purpose.

   Note that "common areas" are shared facilities such as laundry rooms, courtyards, hallways, and entryways. This clause does not give the landlord or property manager the right to exclude tenants from common areas. When tenants are not obeying the rules and requests to correct the behavior doesn't solve the problem-the legal options are either a no-cause eviction notice or a for-cause notice (see the chapter on *Crisis Resolution*).

   Landlords should also develop rules of behavior for the common areas so that conditions for trespass exclusion and tenant violations are clearly understood by all parties.

Landlords who use a lease enabling provision also have the option of granting local law enforcement officers "person in charge" status for the purpose of excluding non-residents from the common areas of the property. This option notifies tenants and non-residents that officers may eject non-residents from the common areas without either the landlord or tenants having to appear on the scene to sign a complaint. For more on how you can set up such an agreement in Joliet, see the section on "Trespass Exclusion", or call the Office of the Chief of Police. If you are outside of the City of Joliet, check with your local law enforcement agency to determine if such a practice is in place.

EXCLUSION CRITERIA

In multiple unit properties, it is important to set rules for the common areas to ensure, in particular, that the manager has the ability to exclude non-residents from the common areas of the property.

Any non-resident will be directed to leave and may be barred from returning to the premises if that person does one or more of the following:

- Makes unreasonable noise.
- Engages in behavior that disturbs, injures, or endangers the health, safety and welfare of the surrounding neighbors or community.
- Substantially interferes with any right, comfort, or convenience of any resident or employee.
- Engages in any activity that constitutes a criminal offense.
- Damages, defaces, or destroys any property belonging (name of premises) or any resident or employee.
- Litters on (name of premises) property.
- Drives in a reckless manner.
- Consumes or possesses an open container of any alcoholic beverage in the common areas if under 21 years of age.
- Violates any applicable city or county curfew ordinance.
- Obstructs the reasonable use of the property.

Any person who fails to leave the premises after being directed to do so, or who returns to the premises after being given such direction, will be subject to arrest and prosecution for criminal trespass.

PRE-MOVE-IN INSPECTION

Prior to signing the rental agreement, walk through the property with the tenant and make a visual inspection together. Some landlords use check in/check out forms developed for the purpose, others take photographs which are then signed by both parties, and still others make a pre-move-in video tape with the tenant. Regardless of the approach, agree on what repairs need to be done. Write down the agreement and have both parties sign it. Make any agreed-upon repairs and document that those have been completed as well. Give copies to your tenant and keep signed and dated copies in your files.

Now, should your tenants damage the property, you have a way to prove it happened after they took possession of the unit. (Note: This also protects *tenants* — the pre-move-in inspection can prevent a bad landlord from trying to hold a tenant responsible for problems that predated the tenancy.)

The pre-move-in inspection can reduce the likelihood of some tenants causing damage to the premises. It can also protect you against the rare case of a tenant who may attempt to block a legitimate eviction attempt by damaging the premises and then claiming that the damage was preexisting.

RESIDENT'S HANDBOOK

Many apartment managers, as well as some single-family housing managers, provide a resident's handbook that spells out rules specific to the property being rented. Landlord/tenant laws typically place restrictions on what types of rules can be added, but generally property managers have found success with development of guidelines that restrict excessive noise levels, define behavior for common areas of the premises, and spell out rules for use of unique facilities such as pools or common laundry areas.

In general, managers of apartments may set additional rules for those common areas that are, in effect, "occupied" by management, not tenants. For example, as the "occupant" of the common areas of an apartment complex, a manager may be able to ask police to remove visitors who are engaged in fights or other intimidating behavior taking place in the courtyard of the complex. In this instance, as in others, managers may exercise more direct, immediate control over problems in the common areas of the property than they can over problems occurring on or inside the specific, privately rented property.

KEY PICKUP

As a final prevention step, some landlords require that only a person listed on the written rental agreement may pick up the keys. This is one more step in ensuring that you are giving possession of the property to the people on the agreement and not to someone else.

ONGOING MANAGEMENT

What to do to keep the relationship working.

COMPLAINTS WE HAVE HEARD:

"The tenant moved out and someone else moved in without us knowing it. Now we have drug dealers on the property and the courts insist they are legal tenants, even though they never signed a lease."

ADVICE WE WERE GIVEN:

"You need to follow one basic rule — you have to *actively* manage your property. The only landlords who go to court are the ones who don't actively manage their property."

"For most property managers the experience is one of putting out brush fires all day long. If property managers can take a more proactive approach to the process, they can build an ever improving set of renters, avoid a lot of legal hassles, and have fewer brush fires during the day."

"If your training teaches landlords nothing else, teach them that the neighbors in an area are not their enemies."

THE BASICS

Maintain the integrity of a good tenant/landlord relationship. Strengthen communications between the landlord, tenants, and neighbors. Help build a sense of community.

DON'T BEND YOUR RULES

A key to ongoing management of your property is demonstrating your commitment to your rental agreement and to landlord/tenant law compliance. Once you set your rules, enforce them. Make sure you meet *your* responsibilities, and make sure you hold your tenants accountable for meeting theirs. By the time most drug problems are positively identified, there is a long history of evictable behavior that the landlord ignored.

- **When aware of a serious breach, take action *before* accepting the next rent payment.** If a landlord accepts rent while knowing that the tenant is breaking a rule, but the landlord has not acted to correct the behavior, the landlord could lose the right to serve notices for the behavior. Landlord/tenant laws generally consider acceptance of rent equal to acceptance of lease violating behaviors about which the landlord has not objected. Further, regardless of the characteristics of your local law, it doesn't pay to teach your tenants that they are allowed to break the rules. So, at minimum, as soon as you discover violations of local landlord/tenant laws or of your rental agreement, give tenants written notice that they are required to correct the problem. *Then* accept the rent.

- **If someone other than the tenant tries to pay the rent, get an explanation.** Also, note on the receipt that the payment is for your original tenants only. Otherwise, by depositing the money, you may be accepting new tenants or new rental agreement terms.

- **If a person not on the lease may be living in the rental, pursue the issue immediately.** If you take no action to correct the behavior, and you accept rent knowing the tenant has allowed others to move in, you may have accepted the others as tenants as well. So either require the illegal subtenants to fill in a rental application and apply, or serve the appropriate notice that would require your original tenant to remove the subtenants under threat of eviction if the action is not taken.

- **Fix habitability and code violations at the property quickly.** Maintaining habitable housing for tenants is the most important of a landlord's responsibilities. In addition, as discussed earlier, failure to maintain a unit could compromise a landlord's eviction rights. Tenants may be able to use a "retaliation" defense when a landlord attempts to evict after a tenant has complained that the rental is substandard.

- **When a tenant doesn't pay rent, address the problem.** Some landlords have let problem tenants stay in a unit, not just weeks after the rent was overdue, but *months*. While flexibility is important in making any relationship work, be careful about being too flexible. There is a big difference between being willing to receive rent late during a single month and letting your renters stay endlessly without paying. If the rent is unpaid after it was due, you have the right to serve a 5-day notice for non-payment of rent, as described in the chapter on *Crisis Resolution*.

- **If neighbors call to complain of problems, pursue the issue.** Although it does happen, few neighbors call landlords about minor problems. If you get a call from a neighbor, find out more about the problem, and take appropriate action. If there are misunderstandings, clear them up. If there are serious problems with your tenants, correct them. The chapter on *Crisis Resolution* gives additional information about steps to take if a neighbor calls to complain.

Bottom line: If you respect the integrity of your own rules, the tenant will too. If you let things slide, the situation can muddy fast. It may mean more work up front, but once the tenant is used to your management style, you will be less likely to be caught by surprises.

RESPONSIBILITIES DEFINED

For a legal description of the responsibilities of landlords and tenants, review your local landlord/tenant law, local maintenance codes, and the requirements of the Section 8 program if it applies to your units. Also — to state the obvious — if you haven't already, check your rental agreement. Rental agreements typically spell out various responsibilities of both the landlord and the tenant. The following is an overview of the typical responsibilities of both parties.

LANDLORDS

A landlord's responsibilities typically fall into three areas: the condition of the premises as delivered to the tenant, the obligation to maintain the unit once it is occupied, and the obligation to respect the rights of the tenant. A landlord's responsibilities generally include:

- **Prior to move-in, provide the tenant with a clean, sanitary, and safe rental unit.** This typically means the unit should be cleaned, garbage and debris from previous tenants removed, pest control problems addressed as appropriate, the various systems (plumbing, electrical, heating) working appropriately, the unit adequately weatherproofed, the structural integrity of the unit maintained (e.g., no rotting steps), fire safety issues addressed (e.g., smoke detectors installed and access to secondary exits assured), working locks installed, and any other potential safety hazards addressed. The smoke detectors must be within 15 feet of bedrooms and other specified areas.

- **After move-in, make sure the unit remains "habitable."** For occupied units, landlords generally are responsible for all major repairs and are granted both the power and the responsibility to make sure that tenants are doing their part to maintain the habitability of the unit. For example, while the law and the rental agreement may both require that the tenant do sufficient basic housekeeping to keep the unit free of sanitation problems, if the tenant is not doing so, it is generally up to the landlord to require the tenant to correct the problem — typically serving a type of notice that would require the tenant to remove the garbage or vacate the premises.

- **Respect the tenant's right to private enjoyment of the premises.** It has been a basic characteristic of landlord/tenant relationships for hundreds of years that once the tenant begins renting property, the tenant has the right to be left alone. With some specific exceptions for such activities as serving notices, conducting maintenance inspections, doing agreed-upon repairs, or showing the unit for sale, the landlord must respect the tenant's right to private enjoyment of the unit in much the same way that an owner-occupant's right to privacy must be respected. In those areas where a landlord does have a right to access, the landlord must generally follow a carefully spelled out notification process prior to entering the rented property.

- **Avoid retaliation against a tenant.** Generally, a landlord may not retaliate against a tenant who is legitimately attempting to cause the landlord to meet his/her responsibilities. For example, a landlord may not increase rent, decrease service, attempt to evict, or take other retaliatory action in response to a tenant asking a landlord to repair a worn out furnace, fix a rotting step, or take other actions that fall within the landlord's responsibility under the law.

- **Avoid illegal discrimination.** Nationwide, landlords may not discriminate on the basis of a tenants (or applicant's) race, color, religion, sex, handicap, national origin, or familial status. Your state and local laws may include additional protected classes. This means that you may not use such class distinctions to screen applicants or to treat tenants differently once you enter into a rental agreement. For more information about the application of civil rights laws, see the chapter on *Applicant Screening*.

- **Enforce the terms of the rental agreement and landlord/tenant law.** While both the rental agreement and the law will identify various required behaviors of tenants, in general it is up to the landlord to make sure the tenant complies. If the tenant is not in compliance, the law generally gives landlords the power to serve various types of "cure" and "no-cure" notices to correct the behavior or require the tenant to move out. Essentially, unless the landlord takes action to correct the problem, there are few other mechanisms to correct difficulties associated with problem tenants. (Of course, if your problem tenants are involved in criminal behavior for which there is enough evidence to make an arrest, the police may be able to arrest the tenant and have that person serve jail time. However, while arrest may remove the tenant from the property, you may still need to serve an eviction notice to regain possession of the property. See the chapter on *The Role of the Police* for more information.)

TENANTS

A tenant's responsibilities are generally to assure that no harm is done to the unit and to pay the rent. A tenant's responsibilities generally include:

- **Do basic housekeeping, comply with the rental agreement, and avoid harming the unit.** In addition to complying with rental agreement provisions, tenants are typically required to use the premises in a reasonable manner, cause no damage to the unit beyond normal wear and tear, keep the premises free of accumulations of garbage and other waste, and do sufficient housekeeping to avoid safety and sanitation hazards. Some landlord/tenant laws also spell out a requirement that tenants be good neighbors — that tenants and their guests may not disturb the neighbors' peace. Also, from a civil standpoint, tenants are generally considered responsible for the behavior of others they invite onto the premises. For example, tenants typically cannot defend a landlord's eviction action by claiming that all alleged violations were committed by friends who visited on a regular basis.

- **Pay rent.** Landlords have the right to receive rent for the use of their property and tenants have an obligation to pay it. Exceptions exist only in those circumstances where landlord/tenant laws allow tenants to withhold rent when a landlord refuses to meet the *landlord's* responsibilities. For example, if a landlord refuses to fix a broken furnace, the tenant may have the right to withhold rent until the repairs are done. In such a circumstance the tenant may also be able to collect other fines or financial penalties from the landlord as well.

- **Enforce the terms of the rental agreement and landlord/tenant law.** Just as it is up to landlords to make sure that tenants comply with the rental agreement and landlord/tenant law, tenants generally hold the primary responsibility for making sure their *landlords* comply. Tenants have various powers to abate rent and/or take other action to cause a landlord to comply. For some problems, specific agencies can assist in enforcing the law — problems associated with building code violations and fair housing issues are two examples. However, the enforcing agencies often do not get involved unless they are first notified by the tenant. Therefore, chief among the powers generally granted to a tenant is protection from the landlord's retaliation should the tenant attempt to assert a right defined in the law.

PROPERTY INSPECTIONS

A cornerstone of active management is the regular inspection. Unless you inspect, you can't be sure you are meeting your responsibility to provide safe and habitable housing. In addition, maintaining habitable property protects your rights as well. If a bad tenant can also claim that you are not meeting your responsibilities, you may have difficulty succeeding with an eviction. Conversely, if it is clear you make every effort to meet your responsibilities (and you document it), a tenant will be less inclined to fight an honest eviction effort.

While the purpose of a maintenance inspection is to care for the unit and ensure its habitability, regular inspections will also deter some types of illegal activity. For example, if tenants know that the landlord actively manages the property, they aren't likely to start making illegal modifications to the rental in order to set up a marijuana grow operation. Further, inspections can help catch problems associated with illegal activity before they get out of hand. For example, it is common for drug dealers to cause damage to a rental unit that is way beyond "normal wear and tear" — a problem that could be observed, documented, and addressed through the process of a regular inspection program. Though early discovery of such damage is a possibility, the more frequent impact of an inspection program on illegal activity is basic prevention. Illegal activity is less likely to happen at property where the landlord has a reputation for concerned, active management.

Further, if illegal drug activity takes place in your rental unit, and it is a situation that regular inspections would have uncovered, you can be held responsible for allowing that activity to continue from that date you *should* have known and took no action. Local ordinances provide sanctions up to, and including, property forfeiture for chronic failure to take reasonable steps to prevent illegal drug and prostitution activity from taking place on the premises.

The key to successful property inspection is avoiding the adversarial position sometimes associated with landlord/tenant situations. An inspection program done properly should be *welcomed* by your honest tenants. Steps include:

1. **Set an inspection schedule and follow it.** At minimum, every six months. It is a rare home that doesn't need at least some maintenance or repair work at least twice a year.

2. **Use the inspection/notice procedures defined by local law.** Generally, landlords have the right to do maintenance inspections of rental property if the tenant is given proper notice. However, each state sets its own limits on the conditions under which a landlord may enter an occupied rental. If the inspection is routine, keep the approach friendly. Perhaps call the tenant in advance and then follow up by serving the inspection notice by the methods defined in local law. In Illinois you must serve at least a 24-hour notice for inspection of the property. With such a notice, the tenant must not "unreasonably" withhold consent to your entry onto the property. To help address all maintenance needs efficiently, ask tenants to take note of any concerns they have in advance of the inspection date. Again, when done appropriately, good tenants should appreciate your attention and concern for maintaining the unit.

3. **Find and address code and habitability problems.** When you inspect the property, check for maintenance problems and handle any routine maintenance, such as replacing furnace or air conditioning filters or putting fresh batteries in a smoke detector. Discuss with the tenants any concerns they have. Make agreements to remedy problems. Then repair what needs to be fixed.

UTILITIES

There are some instances when the shutting down of utilities is a symptom of drug activity — as dealers or heavy users get more involved in their drugs, paying bills can become less important.

Remember: If your lease stipulates that the tenant is responsible for utility bills, and the tenant stops paying for those services, you have grounds for serving a for-cause eviction notice requiring that tenants get back into compliance with the lease terms or vacate the premises. This may be particularly important to do if shutting off the utility would result in the unit no longer meeting habitability standards. In Joliet, the Neighborhood Services department may remove the tenants or require you to do so. Also, in cases where your negligence has contributed to the problem, you could be fined and/or be liable for the tenant's cost of relocating. Further, under Illinois law, a municipality has the right to file a lien against a property if water and sewage bills are not paid even if the bill is in the tenant's name.

A tenant's failure to pay utility bills is grounds for serving a for-cause eviction notice (typically with a remedy option) if tenants are not in compliance with a rental agreement stipulating that they pay their own utilities. If utilities are shut off, address the situation as soon as you discover it. The Joliet Regional Landlords' Association, Inc. met with Northern Illinois Gas and Commonwealth Edison a couple of years ago to look at the problem of utilities in tenants names being shut off. (As a rule, a Landlord cannot call either utility company and ask how their tenants are paying their bills.) Together, the JRLA, Inc., NI Gas and Com Ed came up with the idea of "Third Party Notifications". These forms must be signed by the tenants and sent to the utility companies. If the tenant receives a final notice to disconnect, the landlord will also receive a duplicate copy.

Check with the City of Joliet Municipal Services (Water Dept.) when screening a prospective tenant with previous water history. There are forms available for your applicant to fill out and sign. The last thing you need is a tenant who stuck his last landlord with his water bill.

KEEP A PAPER TRAIL

Verbal agreements carry little weight in court. The type of tenant who is involved in illegal activity *and* would choose to fight you in court will know that. So keep a record of your agreements and provide copies to the tenant. Just having tenants know that you keep records may be enough to motivate them to stay out of court. You will need to retain documentation that shows your good-faith efforts to keep the property habitable and shows any changing agreements with a tenant — dated and signed by both parties.

TRADE PHONE NUMBERS WITH NEIGHBORS

Landlords of single-family residential housing sometimes don't hear of dangerous or damaging activity on their property until neighbors have written to the mayor, or the police have served a search warrant. Quite often the situation could have been prevented if the landlord and area neighbors had established a better communications link.

Find neighbors who seem responsible, concerned, and reliable. Trade phone numbers and ask them to advise you of serious concerns. You'll know you have found the right neighbors when you find people who seem relieved to meet you and happy to discover you are willing to work on problems. Conversely, if neighbors seek you out, work with them and solicit their help in the same way.

Note that landlords and neighbors tend to assume their relationship will be adversarial. Disarm any such assumptions and get on with cooperating. If you both want the neighborhood to remain healthy and thriving, you *are* on the same side and have nothing to gain by fighting each other.

APARTMENT WATCH/ PROMOTING COMMUNITY

How to turn an apartment complex into a community

COMPLAINTS WE HAVE HEARD:

"We already have an 'apartment watch.' The tenants get together and watch the manager to see if I screw up!"

ADVICE WE WERE GIVEN:

"Please teach landlords that their good tenants can help."

THE BASICS

Good landlords and good tenants must learn to work together for the common goal of a safe community.

BENEFITS

In multi-family units, unless your tenants report suspicious behavior, you may not find out about drug activity until the problem becomes extreme. Some people — tenants and homeowners alike — are frightened to report illegal activity until they discover the "strength in numbers" of joining a community watch organization. Whether you call your efforts "apartment watch," "community pride," or "resident retention programs," the goal is the same: transforming an apartment complex into a community.

Organizing a community is more than just encouraging tenants to act as "eyes and ears." In the absence of a sense of community, the isolation that residents feel can lead to apathy, withdrawal, anger — even hostility — toward the community around them. Organizing efforts can lead to profound changes: as apartment residents get to know each other and the manager, a sense of community — of belonging — develops, and neighbors and tenants are more willing to do what it takes to keep a neighborhood healthy.

Complexes that enjoy a sense of community often have more stable tenancies and lower crime problems than comparable complexes that are not organized. Managers who have initiated such efforts note these benefits:

- Lower turnover, leading to considerable savings.
- Less damage to property and lower repair bills.
- Reduced crime.

- A safer, more relaxed atmosphere for the tenants.
- A positive reputation for the complex, leading to higher quality applicants and, over time, increased property values.

KEY ELEMENTS

The key to effective cooperative community building is to have the property manager take the lead and make sure the efforts are ongoing. Community organizing that is run entirely by tenants may have less long-term stability, simply because it is the nature of rental housing that tenant turnover will occur and key organizers will move on. For this reason, having the manager keep the program going is an important part of a successful program. Further, if management waits until the tenants are so fed up that they organize themselves, the relationship may be soured from the start. If management takes a proactive role in helping tenants pull together for mutual benefit, the opportunity for a positive working relationship is great. Tips include:

1. **Clean house.** If you have tenants who are involved in drug activity, illegal gang activity, or other dangerous criminal behavior, resolve the issue before inviting tenants to a building-wide meeting. Your good tenants may be frightened to attend a meeting where they know bad tenants might show up. In addition, they may question your motivation if you appear to encourage them to meet with people involved in illegal activity. So before you organize, you will need to evict problem tenants and make sure that improved applicant screening procedures are in place. Until then, rely on informal communications with good tenants to help identify and address concerns.

2. **Make community activities a management priority.** Budget for the expenses and consider promotion of such activity a criterion for management evaluation. It is not an afterthought. It is not something that resident managers should "get around to" if there is time. Unless managers make community organizing a priority, it will not get done.

3. **Hold meetings/events quarterly.** Don't expect major results from the first meeting, but do expect to see significant differences by the time the third or fourth is held.

4. **Meet in the common areas if possible.** While small meetings can be held in the manager's office, a vacant unit, or — should a tenant volunteer — in a tenant's apartment, more people will feel comfortable participating if they can meet on "neutral" territory. Also, if you can hold events in courtyards or other outdoor locations, you may have more room to structure special events for children in the same area.

5. **At each event, encourage people to meet each other.** Regardless of other specific plans for meetings, take basic steps that encourage people to meet each other. Simple steps done faithfully can make a big difference over time. At each event:

   - **Use name tags.** This simple step is important in helping to break down the walls of unfamiliarity for newcomers.

- **Begin any formal meeting by having people introduce themselves by name.**
- **Allow time at each event for people to socialize.** Make sure that some of this time happens after the meeting agenda is underway. Once the event is underway, participants will have the shared experience of the meeting with which to start a conversation.
- **Offer refreshments.** Whether it is as simple as coffee and pastries or as involved as a potluck or a summer barbecue, free food can attract many to a meeting who might not otherwise have attended.
- **Include activities for children and teenagers, as well as for adults.** Getting children involved in games and other events will provide a positive experience for the children and help encourage parents to meet each other. Also, like adults, when children and teenagers get to know their resident manager better, they are more likely to share information. This is important because teenagers, in particular, may have information about a community problem of which the adults are unaware.

6. **Hold "theme" events and special meetings as appropriate.** There is a balance between holding a purely social event and a meeting for the purpose of addressing an agenda. The balance at each meeting can vary, but it is important to provide some of both. At least one of the meetings held each year should be primarily for the purpose of celebration — a holiday party in the winter or a "know your neighbor" barbecue in the summer. Others can offer a time for socializing and a time for covering an agenda. Meeting agendas can be as varied as the types of apartments and people who populate them. In general meetings should:

   - **Respond to issues that are a direct concern to a number of tenants**. If there are immediate concerns, such issues should take priority over other potential agenda items. If tenants are concerned about gang violence in the neighborhood, less pressing topics may seem irrelevant.
   - **Provide new information about the local community.** This could take any number of forms. You might invite merchants from the area, fire fighters, police officers, members of neighborhood associations or other community groups, social workers, employment counselors, or any number of other people who could share useful information with tenants.

   Also, remember the importance of keeping meeting agendas on track, interesting, and focused on tangible, measurable outcomes. If tenants feel that meetings rarely address the published agenda, interest will shrink quickly.

7. **Nurture a sense of shared responsibility.** While it is important for management to continue providing support for the community-building process, it should not be a one-way street. Leadership in the complex should be nurtured, and volunteers recruited at each meeting to assist with the next meeting, program, or event. The more residents experience the community-building process as a joint effort of management and residents, the more they will appreciate it. Promoting a sense of shared responsibility can be accomplished in many ways. Here are just a few tips:

   - **Ask for volunteers to serve on a "tenants' council."** The council could meet informally once a month to discuss issues of concern in the complex and to plan the upcoming community-wide events. Don't be discouraged if only one or two people get involved initially. With success, more will join.

- **Whenever possible, have tenants set the meeting agendas.** Whether it is through a tenant council or simply by collecting suggestions at community events, make sure tenants know they play a key role in defining the direction of community-building efforts.
- **Give tenants a chance to comment on plans for the property.** Even the simplest issues can be turned into opportunities for community building. For example, if a fence is going to be built or replaced, before going ahead with the work, discuss the plans at a meeting and allow tenants to air concerns or suggestions. You may hear some new ideas that can make the end result more attractive. In those situations where you cannot act on a suggestion, you have the opportunity to explain your reasons to your tenants, and at least have them experience a level of participation that they did not previously have. Along similar lines, by listening to tenant concerns, you may discover that a relatively simple adjustment in policy can result in a significant increase in overall tenant satisfaction.

8. **Pick projects that can succeed.** Don't promise more than you can deliver. Make sure that easily implemented changes are done promptly so that tenants can see the results. While it is important to take on the larger goals as well (such as getting rid of drug activity in the rest of the neighborhood), short-term results are needed to help tenants see that change is possible.

9. **Develop a communications system.** This can be as elaborate as quarterly or monthly newsletters complete with updates from management, articles from tenants, advertisements from local merchants, and referrals to local social service agencies. Or it may be as simple as use of a centrally located bulletin board where community announcements are posted. Whatever the process, the key lies in making sure that your tenants are aware of the information source and that they find it useful enough to actually read it.

10. **Implement basic crime prevention measures.** In addition to the general community- building techniques described, various traditional crime watch techniques can also be implemented. Apartment watch training should be provided to your involved tenants prior to getting underway. Contact a crime prevention officer in your area for more details. Crime prevention specialists can help facilitate the first apartment watch meeting and discuss the practices of local law enforcement. Examples include:

    - **Make sure tenants have the manager's phone number readily accessible, and that they know to call if they suspect illegal activity.** Of course, tenants should call 9-1-1 immediately if they witness a crime in progress or any life-threatening, emergency situation. They should also contact police non-emergency services to discuss illegal activity that is not immediate in nature. Encourage tenants to contact the manager *after* they have contacted 9-1-1, in the case of immediate and life-threatening situations, as well as to contact management any other time they suspect illegal activity in the complex. The sooner your tenants advise you of a problem, the more opportunity you have to solve it before the situation gets out of hand.
    - **Encourage tenants to develop a list of phone numbers for each other.** By sharing phone numbers, tenants will be able to contact each other with concerns, as well as organize reporting of crime problems by multiple tenants. Note that sharing phone numbers among tenants should be done on a voluntary basis only — those who do not want to participate should not be required to do so.
    - **Distribute a list of local resources.** The resource list should include numbers for police, fire, and medical emergency services (9-1-1 in most areas) as well as hot lines for local crime prevention,

substance abuse problems, domestic violence problems, employment assistance, and any number of other services and organizations that may be able to assist your tenants.

- **Purchase a property engraver for each complex.** Encourage tenants to engrave their driver's license number on items of value — video recorders, cameras, televisions, etc. Then post notices of the fact that tenants in the complex have marked their property for identification purposes. Burglars would rather steal property that can't be traced.
- **Apply "crime prevention through environmental design" changes.** If tenants cannot *see* the problem, they cannot report it. The chapter on *Preparing the Property* covers environmental design approaches in detail. Essentially, it is important that lighting, landscaping, and building design combine to create an environment where drug dealers, burglars, and other criminals don't want to be. Make it difficult to break in, close off escape routes, and make sure accessible areas can be easily observed by people throughout the complex.

11. **Encourage nearby neighbors and apartment complexes to get involved.** Solving the whole problem may require encouraging similar steps in adjacent apartment complexes or making sure neighbors in nearby single-family homes also get involved. As a starting point, invite area neighbors to at least some of the community events held at the complex each year.

Notes

WARNING SIGNS OF DRUG ACTIVITY

The sooner it is recognized, the faster it can be stopped.

COMPLAINTS WE HAVE HEARD:

"The neighbors tell me my tenants are dealing drugs. But I drove by *three* different times and didn't see a thing."

ADVICE WE WERE GIVEN:

"You've got to give up being naive. We could stop a lot more of it if more people knew what to look for." — Narcotics detective

THE DRUGS

While many illegal drugs are sold on the street today, the following are most common:

1. **Cocaine and Crack.** Cocaine is a stimulant. Nicknames include coke, nose candy, blow, snow, and a variety of others. At one time cocaine was quite expensive and generally out of reach for people of low incomes. Today, the price has dropped to the point that it can be purchased by all economic levels. Cocaine in its powder form is usually taken nasally ("snorted"). Less frequently, it is injected.

   "Crack," a derivative of cocaine, produces a more intense but shorter high. Among other nicknames, it is also known as "rock." Crack is manufactured from cocaine and baking soda. The process requires does not produce any of the toxic waste problems associated with methamphetamine production. Because crack delivers a "high" using less cocaine, it costs less per dose, making it particularly attractive to drug users with low incomes. Crack is typically smoked in small glass pipes.

   Powdered cocaine has the look and consistency of baking soda and is often sold in small, folded paper packets. Crack has the look of a small piece of old, dried soap. Crack is often sold in tiny "Ziploc" bags, little glass vials, balloons, or even as is — with no container at all.

   In general, signs of cocaine usage are not necessarily apparent to observers. A combination of the following is possible: regular late-night activity (e.g., after midnight on weeknights), highly talkative behavior, paranoid behavior, constant sniffing or bloody noses (for intense users of powdered cocaine).

   Powdered cocaine usage crosses all social and economic levels. Crack usage is so far associated with lower income levels. While Los Angeles style gangs (Bloods and Crips) have made crack popular, other groups and individuals have begun manufacturing and selling the drug as well.

2. **Methamphetamine.** Methamphetamine is a stimulant. Nicknames include: meth, crank, speed, crystal, STP, and others. Until the price of cocaine began dropping, meth was known as "the poor man's cocaine." Meth is usually ingested, snorted, or injected. A new, more dangerous form of methamphetamine, "crystal meth" or "ice," can be smoked. So far, the feared rise in ice usage has not been observed.

"Pharmaceutical" grade meth is a dry, white crystalline powder. While some methamphetamine sold on the street is white, much of it is yellowish, or even brown, and is sometimes of the consistency of damp powdered sugar. The drug has a strong medicinal smell. It is often sold in tiny, sealable plastic bags.

Hard-core meth addicts get very little sleep and they look it. Chronic users and "cooks" — those who manufacture the drug — may have open sores on their skin, bad teeth, and generally appear unclean. Paranoid behaviors combined with regular late-night activity are potential indicators. Occasional users may not show obvious signs.

Cooks tend to be lower-income and may have an unpleasant urine smell about them. While many types of individuals are involved in meth production, the activity is particularly common among some "outlaw" motorcycle gangs.

Because of the toxic waste dangers associated with methamphetamine production, we have included additional information on dealing with methamphetamine labs in a separate chapter.

3. **Tar Heroin.** Fundamentally, heroin is a powerful pain killer — both emotionally and physically. Nicknames include brown sugar, Mexican tar, chiva, horse, smack, "H," and various others. Heroin is typically injected.

   Tar heroin has the look of creosote off a telephone pole, or instant coffee melted with only a few drops of water. The drug has a strong vinegar smell. It is typically sold in small amounts, wrapped in tinfoil or plastic. Paraphernalia that might be observed include hypodermic needles with a brown liquid residue, spoons that are blackened on the bottom, and blackened cotton balls.

   When heroin addicts are on the drug, they appear disconnected and sleepy. They can fade out, or even fall asleep, while having a conversation. While heroin began as a drug of the wealthy, it has become a drug for those who have little income or are unemployed. Heroin addicts don't care about very much but their next "fix" — and their clothes and demeanor reflect it. When they are not high, addicts can become quite aggressive. As with most needle users, you will rarely see a heroin user wearing a short-sleeved shirt.

4. **Marijuana.** Marijuana is also known as grass, weed, reefer, joint, "J," Mary Jane, cannabis, and many others. Marijuana is smoked from a pipe or a rolled cigarette, and typically produces a "mellow" high. However, the type and power of the high varies significantly with the strength and strain of the drug.

   The marijuana grown today is far more powerful than the drug that became popular in the late '60s and early '70s. Growers have developed more sophisticated ways to control growth of the plants and cause high output of the resin that contains THC — the ingredient that gives marijuana its potency. Today's marijuana is often grown indoors to gain greater control over the crop and to prevent detection — by competitors, animals, or law enforcement. It takes 90 to 180 days to bring the crops from seed to harvest.

   Users generally appear disconnected and non-aggressive. The user's eyes may also appear bloodshot or dilated. Usage of marijuana crosses all social and economic levels.

   Marijuana is generally sold in plastic bags, or rolled in cigarette paper. The smell of the smoke has been described as a "musky" cigarette smoke.

WARNING SIGNS IN RESIDENTIAL PROPERTY

The following list describes signs of drug activity that either you or neighbors may observe. As the list will show, many indicators are visible at times when the landlord is not present. This is one reason why a solid partnership with trusted neighbors is important.

Note also, while some of the indicators are reasonably conclusive in and of themselves, others should be considered significant only if multiple factors are present.

This list is primarily targeted to tenant activity. For information on signs of dishonest *applicants*, see the chapter on *Applicant Screening.*

DEALING

Dealers sell to the end user — so they typically sell small quantities to many purchasers. Dealing locations are like convenience stores — there is high customer traffic with each customer buying a small amount.

Neighbors may observe:

- **Heavy traffic.** Cars and pedestrians stopping at a home for only brief periods. Traffic may be cyclical, increasing on weekends or late at night, or minimal for a few weeks and then intense for a period of a few days — particularly pay days.

- **Exchanges of money.** Cash and packets traded through windows, mail slots, or under doorways.

- **Lack of familiarity.** Visitors appear to be acquaintances rather than friends.

- **People bring "valuables" into the unit.** Visitors regularly bring televisions, bikes, VCRs, cameras — and leave empty-handed.

- **Odd car behavior.** Visitors may sit in the car for a while after leaving the residence or may leave one person in the car while the other visits. Visitors may also park around a corner or a few blocks away and approach on foot.

- **"Lookouts."** Frequently these will be younger people who tend to hang around the rental during heavy traffic hours.

- **Regular activity at extremely late hours.** For example, frequent commotion between midnight and 4:00 in the morning on weeknights. (Both cocaine and methamphetamine are stimulants — users tend to stay up at night.)

- **Various obvious signs**. This may include people exchanging small packets for cash, people using drugs while sitting in their cars, syringes left in common areas or on neighboring property, or other paraphernalia lying about.

Landlords may observe:

- **Failure to meet responsibilities.** Failure to pay utility bills or rent, failure to maintain the unit in appropriate condition, general damage to the property. Some dealers smoke or inject much of their

profits — as they get more involved in the drugs; they are more likely to ignore bills, maintenance, and housekeeping.

DISTRIBUTION

Distributors are those who sell larger quantities of drugs to individual dealers or other, smaller distributors. They are the "wholesale" component, while dealers are the "retail" component. If the distributors are not taking the drugs themselves, they can be difficult to identify. A combination of the following indicators may be significant:

- **Expensive vehicles.** Particularly when owned by people otherwise associated with a lower standard of living. Some distributors make it a practice to spend their money on items that are easily moved — so they might drive a $50,000 car while renting a $20,000 unit.

- **Pagers and cellular phones.** Particularly when used by people who have no visible means of support.

- **A tendency to make frequent late-night trips.** Many people work swing shifts or have other legitimate reasons to come and go at late hours. However, if you are seeing a number of other signs along with frequent late-night trips, this could be an indicator.

- **Secretive loading of vehicles.** Trucks, trailers, or cars being loaded and unloaded late at night in a hurried, clandestine manner. "Load and distribution houses" (most likely to be found in Border States) are essentially repackaging locations and involve moving large quantities of drugs.

MARIJUANA GROW OPERATIONS

Grow operations are hard to identify from the street. They are more likely to be found in single-family residential units than in apartments. In addition to the general signs of excessive fortifications or overly paranoid behavior, other signs are listed below.

Neighbors may observe:

- **Electrical wiring that has been tampered with.** For example, evidence of residents tampering with wiring and hooking directly into power lines.

- **Powerful lights on all night in the attic or basement.** Growers will be using powerful lights to speed the development of the plants.

Landlords may observe:

- **A sudden jump in utility bills.** Grow operations require strong lighting.

- **A surprisingly high humidity level in the unit.** Grow operations require a lot of moisture. In addition to feeling the humidity, landlords may observe peeling paint or mildewed wallboard or carpet.

- **Rewiring efforts or bypassed circuitry.** Again, grow operations require a lot of electricity — some use 1,000-watt bulbs that require 220-volt circuits. The extra circuitry generally exceeds the power rating for

the rental and can burn out the wiring — resulting in fires in some cases, or often the need to rewire before you can rent the property again.

- **Various obvious signs.** For example, basements or attics filled with plants, lights, and highly reflective material (e.g., tinfoil) to speed growing.

METH LABS

Once a meth "cook" has collected the chemicals and set up the equipment, it doesn't take long to make the drugs — about 12 hours for one batch. Clandestine labs have been set up in all manner of living quarters, from hotel rooms and RVs, to single-family rentals or apartment units. Lab operators favor units that offer extra privacy. In rural settings it's barns or houses well away from other residences. In urban settings it might be houses with plenty of trees and shrubs blocking the views, or apartment or hotel units that are well away from the easy view of management. However, while seclusion is preferred, clandestine labs have been found in virtually all types of rental units.

Neighbors may observe:

- ***Strong* ammonia smell.** Very similar to cat box odor (amalgam process of methamphetamine production).

- **Other odd chemical odors.** The smell of other chemicals or solvents not typically associated with residential housing.

- **Chemical containers.** Chemical drums or other chemical containers with their labels painted over.

- **Smoke breaks.** *If* other suspicious signs are present, individuals leaving the premises just long enough to smoke a cigarette may also be an indicator. Ether is used in meth production. Ether is highly explosive. Methamphetamine "cooks" get away from it before lighting up.

Landlords may observe:

- **Strong unpleasant/chemical odors.** A particularly strong cat box/ammonia smell within the rental may indicate usage of the amalgam process for methamphetamine production. The odor of ether, chloroform, or other solvents may also be present.

- **Chemistry equipment.** The presence of flasks, beakers, and rubber tubing consistent with high school chemistry classes. Very few people practice chemistry as a hobby — if you see such articles, don't take it lightly.

- **A maroon-colored residue on aluminum sashes or other aluminum materials in the unit.** The ephedrine process of methamphetamine production is a more expensive process, but it does not give off the telltale ammonia/cat box odor. However the hydroiodic acid involved *does* eat metals and, in particular, leaves a maroon residue on aluminum.

- **Bottles or jugs used extensively for secondary purposes**. For example, milk jugs and screw-top beer bottles full of mysterious liquids.

- **Discarded chemistry equipment.** Garbage containing broken flasks, beakers, tubing, or other chemical paraphernalia.

Note: *If you have reason to believe there is a meth lab on your property, leave immediately, wash your face and hands, and call the narcotics division of your local law enforcement agency to report what you know. If you have reason to believe your exposure has been extensive, contact your doctor — some of the chemicals involved are highly toxic. For more information about meth labs, see the chapter on clandestine drug labs.*

GENERAL

The following may apply to dealing, distribution, or manufacturing.

Neighbors may observe:

- **Expensive vehicles.** Regular visits by people in extremely expensive cars to renters who appear to be significantly impoverished.

- **A dramatic drop in activity after police are called.** If activity stops after police have been called, but before they arrive, this may indicate usage of a radio scanner, monitoring police bands.

- **Unusually strong fortification of the unit.** Blacked-out windows, window bars, extra deadbolts, surprising amounts spent on alarm systems. Note that grow operators and meth "cooks," in particular, often emphasize fortifications — extra locks and thorough window coverings are typical.

- ***Frequent* late-night motorcycle or bicycle trips.** This would only be a significant sign if the trips are made from a location where other indicators of drug activity are also observed.

- **Firearms.** Particularly assault weapons and those that have been modified for concealment, such as sawed-off shotguns.

Landlords may observe:

- **A willingness to pay rent months in advance, particularly in cash.** If an applicant offers you six months' rent in advance, resist the urge to accept, and require the person to go through the application process. By accepting the cash without checking, you might have more money in the short run, but your rental may suffer damage, and you may also damage the livability of the neighborhood and the value of your long-term investment.

- **A tendency to pay in cash combined with a lack of visible means of support.** Some honest people simply don't like writing checks, so cash payments by themselves certainly don't indicate illegal activity. However, if other signs are also noted, and there are large amounts of cash with no apparent source of income, get suspicious.

- **Unusual fortification of individual rooms.** For example, deadbolts or alarms on interior doors.

- **Willingness to install expensive exterior fortifications.** If your tenants offer to pay surprisingly high dollar amounts to install window bars and other exterior fortifications, they may be interested in more than prevention of the average burglary.

- **Presence of any obvious evidence.** Bags of white powder, syringes, marijuana plants, etc. Also note that very small plastic bags — the type that jewelry or beads are sometimes kept in — are not generally used in quantities by most people. The presence of such bags, combined with other factors, should cause suspicion.

- **Unusually sophisticated weigh scales.** The average home might have a food scale or a letter scale — perhaps accurate to an ounce. The scales typically used by drug dealers, distributors, and manufacturers are noticeably more sophisticated — accurate to gram weights and smaller. (Of course, there are legitimate reasons to have such scales as well, so don't consider a scale by itself, as an indicator.)

- **Large amounts of tinfoil, baking soda, or electrical cords.** Tinfoil is used in grow operations and meth production. Baking soda is used in meth production and in the process of converting cocaine to crack. Electrical cords are used in meth labs and grow operations.

Notes

IF YOU DISCOVER A **CLANDESTINE LAB…**

COMPLAINTS WE HAVE HEARD:

"There was a time when I didn't even know what a 'precursor chemical' was. Now I know all about methamphetamine labs. So far it has cost me more than $10,000 to deal with one property with a meth lab on it. And we're still not done."

ADVICE WE WERE GIVEN:

"Some of the acids used in meth production don't have any 'long term' effects — it's all immediate. They damage your lungs if you breathe the vapors and they'll burn your skin on contact." — Narcotics detective

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Because methamphetamine labs represent a potential health hazard far greater than other types of drug activity, we have included this section to advise you on how to deal with the problem. This information is intended to help you through the initial period, immediately after discovering a meth lab on your property. For information about warning signs of methamphetamine labs and other drug activity, see the previous chapter on the Warning Signs of Drug Activity.

THE DANGER: TOXIC CHEMICALS IN UNPREDICTABLE SITUATIONS

There is very little that is consistent, standard, or predictable about the safety level of a methamphetamine lab. The only thing we can say for sure is that you will be better off if you leave the premises immediately. Consider:

- **Cleanliness is usually a low priority.** "Cooks" rarely pay attention to keeping the site clean or keeping dangerous chemicals away from household items. The chemicals are rarely stored in original containers — often you will see plastic milk jugs, or screw-top beer bottles, containing unknown liquids. It is all too common to find bottles of lethal chemicals sitting open on the same table with the cook's bowl of breakfast cereal, or even next to a baby's bottle or play toys.

- **Toxic dump sites are common.** As the glass cooking vessels become brittle with usage, they must be discarded. It is common to find small dump sites of contaminated broken glass, needles, and other paraphernalia on the grounds surrounding a meth lab, or even in a spare room.

- **The chemicals present vary from lab to lab.** While some chemicals can be found in any meth lab, others will vary. "Recipes" for cooking meth get handed around and each one has variations. So we cannot say with any certainty which combination of chemicals you will find in a lab you run across.

- **"Booby traps" are a possibility.** Other meth users and dealers may have an interest in stealing the product from a cook. Also, as drug usage increases, so does paranoia. Some cooks set booby traps to

protect their product. A trap could be as innocent as a trip wire that sounds an alarm, or as lethal as a wire that pulls the trigger of a shotgun or causes the release of deadly chemical gases.

- **The risk of explosion and fire is high.** Ether, commonly used in some drug labs, is highly explosive. Its vapor can be ignited by the spark of a light switch. Under some conditions, a bottle could explode just by jarring it. Meth lab fires are generally the result of an ether explosion — the result can be instant destruction of the room, with the remainder of the structure in flames.

- **Health effects are unpredictable.** Before the law enforcement community learned of the dangers of meth labs, they walked into them without protective clothing and breathing apparatus. The results varied — in some cases officers experienced no ill effects, while in others they developed "mild" symptoms such as intense headaches. However, in other cases, officers experienced burned lung tissue from breathing toxic vapors, burns on the skin from coming into contact with various chemicals, and other more severe reactions.

- **Many toxic chemicals are involved.** The list of chemicals that have been found in methamphetamine labs is a long one. Some are standard household items, like baking soda. Others are extremely toxic or volatile like hydroiodic acid (it eats through metals), benzene (carcinogenic), ether (highly explosive), or even hydrogen cyanide (also used in gas chambers). For still others, like phenylacetic acid and phenyl-2-propanone, while some adverse health effects have been observed, little is known about the long-term consequences of exposure.

WHAT TO DO IF YOU FIND A LAB

1. **Leave.** Because you will not know which chemicals are present, whether or not the place is booby-trapped, or how clean the operation is, *don't stay around to figure it out.* Do not open any containers. Do not turn on, turn off, or unplug anything. Do not touch anything, much less put your hand where you cannot see what it is touching — among other hazards, by groping inside a drawer or a box, you could be stabbed by the sharp end of a hypodermic needle.

   Also, if you are not sure you have discovered a clandestine lab, but think you may have, don't stay to investigate. Make a mental note of what has made you suspicious and get out.

2. **Check your health and wash up.** As soon as possible after leaving the premises, wash your face and hands and check your physical symptoms. If you have concerns about symptoms you are experiencing, call your doctor, contact an emergency room, or call a poison control center for advice.

   Even if you feel no adverse effects, as soon as is reasonably possible, change your clothes and take a shower. Whether or not you can smell them, the chemical dusts and vapors of an active meth lab can cling to your clothing the same way that cigarette smoke does. (In most cases, normal laundry cleaning — not dry cleaning — will decontaminate your clothes.)

3. **Alert your local police.** Contact the narcotics unit of your local law enforcement agency. (After hours, call your police emergency number, 9-1-1 in most areas.) If you are unsure of whom to call, contact your police services through their non-emergency numbers listed in your phone book. Because of the dangers associated with clandestine lab activity, such reports often receive priority and are

investigated quickly. Typically, the law enforcement agency will coordinate with the local fire department's hazardous materials team.

4. **Arrange for cleanup.** Before you can rent the property again, you will need to decontaminate it. Cleanup procedures are evolving and regulations on cleanup vary significantly from state to state. Start by getting any appropriate information from the law enforcement and hazardous materials officials who dealt with your unit. Ask for suggestions on whom to contact in your area — generally county or state health officials will need to be involved and will have information on methods for decontamination.

   Also, if there are remaining issues to be addressed with your tenants, do so. However, when a meth lab is discovered, your tenants will typically have either already left or will no longer have any interest in possessing the unit, so while there may be other issues to resolve, physical removal of tenants is usually not one of them.

   Depending on the level of contamination present, cleanup may be as simple as a thorough cleaning of all surfaces and removal of absorbent materials (e.g., stuffed furniture and rugs), or as complex as replacing flooring or drywall. On very rare occasions demolition of the entire structure may be required. Again, contact your local health officials for details.

   Because of the range of chemicals involved, and the differing levels of contamination possible, we cannot accurately predict the length of time involved to get a contaminated property back into use. In order to re-rent the structure (or sell the property as "fit for use" rather than "contaminated"), you must decontaminate it in accordance with guidelines established by the Illinois Department of Human resources, Health Division. Contact the health Division for details at (708) 293-6800.

"YES, BUT..."

"If lab sites are so toxic, how can meth lab "cooks" live there?"

The short answer is: because they are willing to accept the risks of the toxic effects of the chemicals around them. Meth cooks are often addicted to the drug and are often under its influence during the cooking process. This makes them less aware and more tolerant of the environment, as well as more careless with the chemicals they use and more dangerous to those around them.

Meth cooks are frequently recognized by such signs as rotting teeth, open sores on the skin, and a variety of other health problems. Some of the chemicals may cause cancer — what often isn't known is how much exposure it takes, and how long after exposure the cancer may begin. Essentially, meth cooks have volunteered for an uncontrolled experiment on the long-term health effects of the chemicals involved.

Also, there are occasions when meth cooks are forced to leave as well. For example, reports of explosions and fires are among the more common ways for local police and fire officials to discover the presence of a lab — while fighting the fire, they discover the evidence of drug lab activity.

Finally, *you* face a different set of risks in a meth lab than do the cooks. The cooks know which compounds they are storing in the unmarked containers. They know where the more dangerous chemicals are located and how volatile their makeshift setup is likely to be. When you enter the premises, you have none of this information, and without it you face a much greater risk.

Notes

CRISIS RESOLUTION

Stop the problem before it gets worse.

COMPLAINTS WE HAVE HEARD:[1]

"The problem is these landlord/tenant laws don't give us any room. The tenants have all the rights and we have hardly any. Our hands are tied."

"The system works primarily for the tenant — for-cause evictions are very difficult to do. The judges bend over backward to help the tenant."

ADVICE WE WERE GIVEN:

"Serving eviction papers on drug house tenants is not the time to cut costs. Unless you already know the process, you are better off paying for a little legal advice before you serve the papers than for a lot of it afterwards."

"Tell them to read a current copy of the landlord/tenant law. Too many landlords haven't looked at it in years."

THE BASICS

Address problems — quickly and fairly — as soon as they come up. Know how to respond if a neighbor calls with a complaint. If eviction is required, do it efficiently. If you don't know, ask a skilled attorney.

DON'T WAIT — ACT IMMEDIATELY

Effective property management includes early recognition of noncompliance and immediate response. Don't wait for rumors of drug activity and don't wait for official action against you or the property (e.g., warning letters, fines, closure, or forfeiture). *Prevention* is the most effective way to deal with rental-based drug activity. Many drug operators have histories of non-compliant behavior that the landlord ignored. If you give the consistent message that you are committed to keeping the property up to code and appropriately used, dishonest tenants will learn that they can't take advantage of you or your property.

The following are three of the more common reasons why landlords put off taking action, as well as some reasons why you may want to act anyway:

- **Fear of the legal process.** Many landlords don't take swift action because they are intimidated by the legal process. However, the penalty for indecision can be high — if you do not act, and then accept rent

[1] Note that some "complaints" contain inaccurate or incomplete assumptions about legal rights or procedure.

while knowing that a tenant is in noncompliance, you may compromise your ability to take any future action about the problem. Your position is strongest if you consistently apply the law whenever tenants are not in compliance with the rental agreement or your landlord/tenant laws. Your position is weakened whenever you look the other way.

- **Fear of damage to the rental.** Some landlords don't act for fear the tenant will damage the rental. Unfortunately, such inaction generally makes the situation worse. Problem tenants may see your inaction as a sign of acceptance. You will lose what control you have over the renter's noncompliant behavior; you will lose options to evict while allowing a renter to abuse your rights; and you will likely get a damaged rental anyway — if they are the type who would damage a rental, sooner or later they will.

- **Misplaced belief in one's tenants.** While developing this manual, we heard this story, and similar ones, with considerable frequency: "The people *renting* the property aren't dealing the drugs. We haven't had any problems with them. The drug dealers are their friends who often stay at the property. So what do we do? The tenants aren't making trouble — it's these other people." Ask yourself: Did your "innocent" tenants contact you or the police when the drug activity first occurred? Or did they acknowledge the truth only after you received phone calls from upset neighbors or a warning from the police? (Also: Is your "innocent" tenant breaking your rental agreement by having long-term guests or subtenants?)

  To be sure, tenants can be victimized by friends or relations — for those tenants who seek you out and ask for assistance, help as best you can. But be careful of stories you hear from tenants who don't admit to problems until after you have received complaints from neighbors or police. The sooner tenants who "front" for others realize they will be held responsible, the sooner they may choose to stop assisting in the crime.

IF YOU DON'T KNOW, DON'T GUESS

If you are not familiar with the process for eviction, contact a skilled landlord/tenant attorney *before* you begin. By paying for a small amount of legal advice up front, many landlords have saved themselves from having to pay for a lot of legal help further down the road. The law may look simple to apply, but as any landlord — or tenant — who has lost in eviction court can attest, it is more complicated than it seems.

IF A NEIGHBOR CALLS WITH A COMPLAINT

If a neighbor calls to report drug activity — or any other type of dangerous or illegal activity — at your rental, take these steps:

1. **With the initial call, stay objective and ask for details.** Don't be defensive and, equally, don't jump to conclusions. Your goal is to get as much information as you can from the neighbor about what has been observed. You also want to avoid setting up an adversarial relationship — if it *is* illegal drug activity, you need to know about it.

Also, make a commitment that you will not reveal the caller's name to the tenant without permission (unless subpoenaed to do so). In the past, some landlords — perhaps believing that neighbor reports were exaggerated — have treated dangerous situations too casually and told criminals the names of neighbors who called to complain. If the neighbors *have* exaggerated, you do no harm by protecting their names. If they haven't, you could put them in real danger by revealing too much.

Ask the caller for:

- **A detailed description of what has been observed.**
- **A letter documenting what has been observed sent to you and to your local law enforcement agency's narcotics division.** If you have Section 8 tenants, have a copy sent to the local Public Housing Agency also.
- **Name, address, and phone number, if willing to give it.** If neighbors don't know you, they may be unwilling to give you their names on the first call. This is one reason why we recommend you meet neighbors and trade phone numbers before a crisis occurs. Consider: If the only thing neighbors know about you is that you have rented to a drug dealer, they will have reason to be cautious when they call.
- **Names of other citizens you can call who could verify the complaint, or ask that they encourage other neighbors to contact you.** You will need more evidence than the phone call of a single neighbor to take meaningful action. Explaining this need may help further encourage the neighbor to ask others to call. Also, having multiple complaints can help protect the caller by taking the focus off of a single complainant as the "cause" of the drug dealer being discovered.

A single call from one neighbor doesn't necessarily mean your tenants are doing anything illegal. However, a single call *is* justification to pursue the matter further.

2. **Find out more.** Go to other sources for additional information and assistance. Your goal is to collect enough information to verify any problems at the rental, and then to take appropriate action.

   - **Get in touch with other neighbors.** Even if your tenant is running a high-volume dealing operation, it is likely that some neighbors will suspect nothing — many citizens are unobservant or give their neighbors a wide benefit of the doubt. However, while some neighbors may be unaware of the scope of the problem, it is also likely that others will have a lot to tell you.
   - **Contact the police.** Get in touch with a district officer for your area and contact the narcotics division of your local law enforcement agency. Determine what, if anything, they have on record that can be revealed (see separate chapter on *The Role of the Police* for details).
   - **Call a crime prevention specialist**. Many communities have police officers assigned to crime prevention work. Others hire civilians to perform the task. Start by calling your local law enforcement agency and asking for information about neighborhood crime prevention assistance. Reports from neighbors may have been called into local crime prevention staff. Crime prevention staff may also have additional information that can help you address the situation effectively.
   - **If you feel comfortable doing it, consider a property maintenance inspection.** Again, few tenants involved in serious illegal activity are model renters. Discovery of maintenance violations may provide sufficient basis for serving eviction notices without having to pursue the more difficult route of developing a civil level of proof that dangerous criminal behavior has occurred.

3. **Once you've identified the problem, address it.** If you discover that your tenant is innocent, contact the neighbor who called and do your best to clear up the matter. If you discover no drug activity but

strong examples of disturbing the neighbors' peace or other violations, don't let the problem continue — serve the appropriate notices. Likewise, if you become confident your property is being used for drug activity or other dangerous behavior, take action. Advise the police narcotics division of your findings and your plan. The following are examples of options you might pursue. The specifics will be dependent on your local laws:

- **If the evidence allows it, serve an eviction notice for alleged drug activity.** The type of notice will depend on the type of violation. Violation of the lease will allow a 10-day notice. If the premises have been used in the commission of any criminal act (felony or Class A misdemeanor) a 5-day notice may be given.

  Keep in mind that, if your tenant wishes to fight in court, you will need to establish a civil — not criminal — level of proof that drug activity has occurred. This is a lower level of proof than local law enforcement would need to get a conviction. Nevertheless, allegations of drug activity or other dangerous activity should be made with care. Given the seriousness of the charge, always contact an attorney before proceeding with this option.

  Note that frequently, if the tenants are involved in illegal activity, they move out quickly rather than fight the eviction — it won't help their drug operation to appear in court. One exception is Section 8 tenants who, for reasons unrelated to the drug activity, may be more inclined to resist eviction (as described in the chapter on *The Section 8 Program*).

  Note also that your failure to act if you have grounds for serving such a notice may also put you at risk. If your tenants act on a threat, or continue to carry out extreme behaviors that endanger the community, you could face legal action by harmed neighbors or by the local government for not taking action once you had knowledge of the problem.

- **If you have the option, consider a "no-cause".** In some rental situations, such as month-to-month rentals or at the expiration of a lease term, you may be able to evict without giving a cause.

- **Consider serving notice for other apparent causes.** "Cause" in this case could be disturbance of the neighbors' peace, nonpayment of rent, or any other significant issue of noncompliance with the rental agreement or your landlord/tenant law that you have discovered since cashing the last rent check. Again, if you have drug activity, an inspection will likely reveal a failure to maintain the property as provided in the rental agreement, additional people living in the unit, and/or other non-compliant behavior. Note that notices served for many types of non-compliant behavior are "curable" — that is, if the tenant can fix the problem in a legally defined period of time, the tenant will be allowed to stay in the unit.

- **Consider mutual agreement to dissolve the lease**. A frequently overlooked method. Essentially, if both you and your tenant can agree that the tenant will move by a specific date, you may not need to serve an eviction notice at all. In some instances this can be beneficial to both parties. Write the tenant a letter discussing the problem and offering whatever supporting evidence seems appropriate. Recommend dissolving the terms of the lease, thus allowing the tenant to search for other housing without going through the confrontation of a court-ordered eviction. Let Section 8 renters know that a mutual agreement to dissolve the lease does not threaten program eligibility.

  Make sure the letter is evenhanded — present evidence, not accusations. Make no claims that you cannot support. *Have the letter reviewed by an attorney familiar with landlord/tenant law.* Done properly, this can be a useful way to dissolve a problem to both your tenant's and your own satisfaction without dealing with the court process. Done improperly this will cause more problems than it will solve. Don't try this option without doing your homework first.

Again, if illegal activity *is* occurring, most tenants will take the opportunity to move on.

Finally, if you evict someone for drug activity, *share the information*. Landlords who are screening tenants down the road may not find out about it unless the information is documented. If it is a Section 8 renter, make sure the local Public Housing Agency has a letter from you on file. Also, contact the screening company or credit reporting service you use and advise them of the circumstances — they may also be able to keep track of the information.

HOW TO SERVE NOTICE

When an eviction notice is served, quite often the tenant moves out and the procedure is complete. However, in those cases where a tenant requests a trial, the details of the eviction process will be analyzed. As one landlord puts it: "90% of the cases lost are not lost on the bottom-line issues, but on technicalities." Another points out: "Even if you have police testimony that the tenants are dealing drugs, you *still* have to serve the notice correctly."

Eviction options include a legal process that you must follow. In addition, the process may also be affected by the provisions of your rental agreement or Section 8 contract. Begin by reading your rental contracts and landlord/tenant law — one of the best tools you can develop is a comfortable, working knowledge of the law. In any eviction, take the following steps:

1. **Start with the right form.** When available, use forms already developed for each eviction option. Forms that have been written and reviewed for consistency with state law can generally be purchased through property management associations or legal documents publishing companies. In some states, the form may be written right in the statute. You can, of course, have your attorney generate the appropriate notices as well.

2. **Fill it in correctly.** If it is a for-cause notice, you must cite the specific breach of landlord/tenant law or section of the rental agreement that the tenant has violated. In addition, briefly describe the tenant's non-compliant behavior. You will need to have the correct timing of the notice recorded. There will be other elements to include. For example, if it is a Section 8 rental, you may need to note that a copy of the notice is being delivered to the local Public Housing Agency.

3. **Time it accurately.** Cases can be lost because a landlord did not extend the notice period to allow for delivery time, did not allow sufficient time for a tenant to remedy a problem, or did not accurately note the timing of the process on the notice itself. Check landlord/tenant law, your rental agreement, and your Section 8 contract (if applicable) to make sure you are timing the notice properly. The way you count the hours or days in a notice depends on the type of notice and the method of service.

4. **Serve it properly.** Again, check the law and your contracts to make sure the process is correct. Generally, placing the notice directly into the hands of a tenant whose name is on the rental agreement is allowable in any jurisdiction. Other types of legal delivery vary. In some areas all mailed notices must be by certified mail. In other areas only standard first class mail may be used and a certified mail notice would be considered illegal. So don't guess. Read the law, check with your attorney, and proceed from there. . Here are the basic options in Illinois (see 735 ILCS 5/9-211):

- **Hand delivery**. Place the notice directly into the tenant's hands or in the hands of any "competent" resident at least 13 years old. Do not slip it under the door or place it in a mailbox. While not required, it is a good idea to bring along a person who can witness the process in the event that you must prove that the notice was delivered. For hand-delivered notices the date of service begins when it is delivered.

- **Certified or Registered mail**. If you don't want to go onto the property, you can mail the notice by certified or registered mail, with a return receipt from the addressee. The notice would be effective upon the date of receipt by the tenant rather than upon the date of mailing.

- **Posting on the premises**. If you have made a "reasonable" effort to hand deliver the notice (defined by some as a minimum of three attempts on three separate days) and are unable to do so, you may post a copy of the notice in a "conspicuous place" on the rental unit (the front door will generally qualify) and mail a second copy to the tenant, by regular or other mail. Timing begins on the day of the posting or the day of the mailing, whichever is later.

5. **Don't guess — get help.** As mentioned earlier, unless you are comfortable with the process, consult with an attorney *who is well experienced in landlord/tenant law* before you serve an eviction notice. If you have drug activity on your property, you already have a major problem. Now is not the time to cut corners in order to save money. Using the correct legal process could save you thousands in damages, penalties, and legal fees down the road.

LEVELS OF EVIDENCE

An eviction trial is a civil proceeding. This means that civil levels of proof are typically all that are required to succeed. For example, in eviction court landlords have established a strong proof of drug activity in a rental by providing the following:

- Credible testimony of neighbors who have observed related behavior (such as that described in the chapter on *Warning Signs of Drug Activity*).

- Their own testimony about additional signs that may have been observed on inspection of a unit.

- The subpoenaed testimony of a police officer who has made an undercover buy from a tenant or arrested a tenant for possession of drugs.

From a *criminal* standpoint, this level of proof would generally not be enough for the police to get a search warrant. But it can well be enough to prove suspicion of chronic drug activity for a civil court. Of course, the actual level of proof required in your jurisdiction will be determined by a combination of local law, court precedents, the presiding judge, and the "trier of fact" — either a judge or jury — who hears the case. (For more on the issues of criminal versus civil law, see the following chapter on *The Role of the Police.*)

THE COURT PROCESS

The popular belief is that an eviction notice is sufficient to force a tenant to move out by the date specified on the notice. In fact, the notice is just the first step. Technically, the landlord's first notice to vacate means that, should the tenant not move out by the date specified, then the landlord may file suit to regain possession of the property. While many tenants will move out before the initial notice expires, if the tenants do not, the landlord will need to start a legal action with the local courts to regain possession of the property.

In cases where a tenant wishes to resist eviction, the tenant will be allowed to remain on the premises, until a landlord has received a court judgment against the tenant. Then, if forced physical removal of the tenant is required, it will be done by the sheriff's department. The actual procedure varies significantly by jurisdiction, as does the length of time required.

Perhaps the most compelling point we can make about the entire eviction process — from service of notice to arguing in court — is this: *Eviction is an expensive, time-consuming way to "screen" tenants.* You will save much heartache and considerable expense if you screen your tenants carefully *before* you rent to them, instead of discovering their drawbacks after you are already committed.

IF YOU HAVE A PROBLEM WITH NEIGHBORING PROPERTY

When chronic problem activity is present in a neighborhood, every affected citizen makes a conscious or unconscious choice about what kind of action to take. The choices are to move away, to do nothing and hope the problem will go away, or to take action to stop the problem. Doing nothing or moving away usually means the problem will remain and grow larger — somebody someday will have to cope with it. Taking action, especially when it involves many neighbors working together can both solve the problem and create a needed sense of community.

Many neighbors are under the impression that solutions to crime are the exclusive responsibility of the police and the justice system — that there isn't much an individual citizen can do. Actually, there is a lot that citizens can do, even must do, in order to ensure they live in a safe and healthy neighborhood. Getting more involved in your neighborhood isn't just a good idea — it is how our system of law and civic life was designed, and the only way it can really work. With that in mind, the following is a list of proven community organizing techniques to help you begin.

1. **Find others concerned about the problem and enlist their help.** As you consider the steps described below, keep in mind that multiple neighbors following the same course of action will magnify the credibility and effectiveness of each step. In particular, several neighbors calling a government agency separately about the same problem will usually raise the seriousness of the problem in the eyes of the agency. Involvement of multiple neighbors also increases safety for everyone. People involved in illegal activity might target for revenge one neighbor they perceive as causing them problems, but are less likely to try to identify and harass multiple people.

2. **Make sure police are informed in detail**. It doesn't matter how many police we have if people don't call and tell them where the crime is. Even if you have had the experience of calling without getting the results you expect, keep calling. As you also follow other recommendations of this section, keep working with police throughout the process.

Of course, establishing a connection with a particular officer who works the area regularly is often a key to success. Other strategies include:

- **Report incidents when they occur**. Call 9-1-1 if it is an emergency or call police narcotics detectives, gang units, and other special enforcement units as appropriate. You may need to do some research to find out which part of what agency deals with a particular type of problem.
- **Keep activity logs or diaries** about the address when disturbances are frequent, and encourage neighbors to do the same. Share copies of these logs with an officer, in person if possible.
- **Encourage civil abatement action.** When speaking with enforcement officials, be aware that, in addition to criminal investigation, police often have the option of using civil law to help solve a problem — such as fining the owner or closing property that is associated with illegal drug activity.

3. **Consider direct contact with the property owner**. Many activists contact the owner directly and ask for help in solving the problem. While police officers may do this for you, it is also an option available to any citizen directly. Understand that there may be a risk to your personal safety in contacting some irresponsible owners, so be sure to plan your approach carefully. In general, try a friendly, cooperative approach first — it usually works. If it doesn't, then move on to more adversarial tactics. Here are some tips for the friendly approach:

   - **Use tax records to find the owner**. Local property tax assessment records generally will identify who owns the property.
   - **Contact the owner**. It is amazing how often this simple step is never taken. Discuss the problem and ask for assistance with stopping it.
   - **Suggest this training**. If the property is a rental, consider delivering a copy of this manual and encourage the owner to attend a Landlord Training Program in your area.
   - **Describe events**. Provide the owner with specific descriptions of events: Answer the questions who, what, where, when, and how about each event.
   - **Give police references**. Give the property owner the names of officers who have been called to the address. (Names of specific officers are far more useful than general statements like "The police have been out frequently.")
   - **Help locate criminal records if appropriate**. Learn how to access criminal background information, or how the property owner can. For example, if an occupant has a criminal record in your county, the local court house should have records.
   - **Share activity logs**. Give copies of activity logs to the landlord, if it appears the landlord will use them to support lease enforcement actions.

4. **Enlist the help of others**. If it becomes apparent that the problem will not get resolved without more effort, it may be time for more aggressive action. This may take a higher level of organization and structure for the neighborhood. Here are some approaches to apply more pressure:

   - **Remind others to call**. After any action you take, call several other neighbors and ask them to consider doing the same thing, whether it is reporting an incident to police, calling the landlord, or speaking to a local official. Do *not* ask neighbors to call and repeat your report. *Do* ask neighbors to make an independent assessment of the problem you have observed and, if they also consider it a problem, to report it as well.

- **Call the Public Housing Authority.** If the residents are receiving public housing assistance, contact the local Housing Authority and report the problems observed.
- **Call Neighborhood Services.** Call the City of Joliet Neighborhood Services department to report maintenance code violations. Maintenance codes address exterior building structure and appearance, interior structure and appearance, as well as nuisances in yards such as animals, abandoned cars, trash, and neglect. Most properties with problem residents will have many violations of maintenance codes as well.
- **Consider calling the mortgage holder**. Sometimes the holder of the mortgage on a property can take action if the property is not in compliance with local law. Generally, if a financial institution is holding a mortgage on real property, the name of the institution will be listed on the title records, kept by the county.
- **Write letters**. Citizens have the power to write letters to anyone — mayors, council members, chiefs of police, building inspectors, and many others. Your written documentation can add credibility and legitimacy to a problem that may not have received as much attention as it required. The first letters should be to those in a position to take direct action — a police officer, code inspector or other person tasked with addressing problems like the one you are working on. Don't write letters to managerial or political authorities until you have given the "chain of command" a chance to work. Do write letters to such authorities if it becomes apparent that the help your neighborhood needs is not forthcoming. When necessary, follow up calls or letters with personal appointments.

5. **Two strategies of last resort**. Generally, these activities should be undertaken only by a well-organized group, and only when consistent, diligent work with police, neighbors, and city officials has made little or no progress.

- **Consider getting the media involved**. After making a concerted effort to get results through other means, discussing the problem with the media can be a way to focus more attention — and sometimes resources — on a problem. However, going to the media with your complaint before communicating clearly to the accountable organization can be counterproductive — it can cause justifiable resentment in public officials who feel "blind sided" by the media attention on an issue about which they had no prior warning. Also, be aware that if the problem is associated with criminal drug or gang activity, attracting media attention that results in your being the featured interview subject can put you in a position where your personal safety is more at risk.
- **Start legal action against the property owner**. Citizens harmed by a nuisance property can also pursue lawsuits directly. In the final analysis, even the most negligent property owners will take action when they are made to understand fully that it will cost more money to ignore the problem than it will to stop it. The legal options for this type of approach vary substantially by jurisdiction. In general, this is not an easy process to pursue and should be considered only as a last resort. Again, the vast majority of neighborhood problems can be solved without having to go through the time and expense of legal action.

Notes

THE ROLE OF THE POLICE

Building an effective partnership.

COMPLAINTS WE HAVE HEARD:

"The problem is the police won't get rid of these people when we call. We've had dealers operating in one unit for four months. The other tenants are constantly kept up by the activity — even as late as 2:00 or 3:00 in the morning on weeknights."

"I called police about one of my properties. They wouldn't even confirm that anyone suspected activity at the place. A month later they raided the house. Now I'm stuck with repair bills from the raid. If they had just told me what they knew, I could have done something."

ADVICE WE WERE GIVEN:

"In almost every case, when the police raid a drug house, there is a history of compliance violations *unrelated to the drug activity* for which an active landlord would have evicted the tenant."
— Narcotics detective

THE BASICS

Know how to work with the system to ensure rapid problem resolution. Have a working knowledge of how your local law enforcement agency deals with drug problems in residential neighborhoods.

DEFINING THE ROLES: LANDLORDS AND POLICE

It is a common misconception that law enforcement agencies can evict tenants involved in illegal activity. In fact, only the landlord has the authority to evict; the police don't. The police may arrest people for *criminal* activity. But arrest, by itself, has no bearing on a tenant's right to possess your property.

Eviction, on the other hand, is a *civil* process. The landlord sues the tenant for possession of the property. Note the differences in level of proof required: Victory in civil court requires "a preponderance of evidence" — the scales must tip, even slightly, in your favor. Criminal conviction requires proof "beyond a reasonable doubt" — a much tougher standard. Therefore, you may find yourself in a position where you have enough evidence to *evict* your tenants, but the police do not have enough evidence to *arrest* them. Further, even if the police arrest your tenants, and a court convicts them, you still must evict them through a separate process — or, upon release, they have the right to return to and occupy your property.

Many landlords are surprised to discover the degree of power they have to close drug rentals and eliminate their threat to the neighborhood. As one police captain put it, "Even our ultimate action against a drug operation in a rental — the raid and arrest of the people inside — will not solve a landlord's problem, because the tenants retain a legal right to occupy the property. *It's still the tenants' home* until they move out or the landlord evicts them. And, as is often the case, those people do not go to jail, or do not stay in jail

long." It's surprising, but the person with the most power to stop the impact of an individual "drug house" operation in a neighborhood is the property owner — the landlord. Ultimately, the landlord can remove all tenants in a unit. The police can't.

The only time law enforcement may get involved in eviction is to enforce the *outcome* of your civil proceeding. For example, when a court issues a judgment requiring a tenant to move out and the tenant refuses, the landlord can go to the sheriff (or other appropriate law enforcement agency) and request that the tenant be physically removed. But until that point, law enforcement cannot get directly involved in the eviction process. However, the police may be able to provide information or other support appropriate to the situation — such as testifying at the trial, provide records of search warrant results, or standing by while you serve notice.

Again, criminal arrest and civil eviction are unrelated — the only connection being the possibility of subpoenaing an arresting officer or using conviction records as evidence in an eviction trial. No matter how serious a crime your tenants have committed, eviction remains your responsibility.

WHAT TO EXPECT

Police officers are paid, and trained, to deal with dangerous criminal situations. They are experts in enforcing criminal law. They are not authorities in civil law. As such, if you have tenants involved in illegal activity, while you should inform the police, do not make the common but inaccurate assumption that you can "turn the matter over to the authorities" and they will "take it from there." Because landlord/tenant laws are enforced only by the parties in the relationship, when it comes to removal of a tenant, landlords *are* the "authorities." With that in mind, you will get best results from the police by providing any information you can for their criminal investigation, while requesting any supporting evidence you can use for your civil proceeding.

In order to get the best cooperation, remember the rule of working with any bureaucracy: *The best results can be achieved by working one-on-one with the same contact*. Further, while this rule applies to working with any bureaucracy, it is especially important for working with a law enforcement agency where, if police personnel share information with the wrong people, they could ruin an investigation or even endanger the life of an officer. If an officer doesn't know you, the officer may be hesitant to give you information about suspected activity at your rental.

Your best approach, therefore, is to make an appointment to speak with a narcotics officer in person or to call the police station and arrange to speak directly with an officer who patrols the sector where your rental is located. There can be a huge difference between the type of information available through a single, anonymous phone call and the amount of assistance possible if you arrange an in-person meeting.

The type of assistance possible will vary with the situation — from advice about what to look for on your property, to documentation and testimony in your eviction proceeding. But remember that it is not the obligation of the police to collect information necessary for you to evict problem tenants. While you can get valuable assistance from the police, don't wait for the police to develop an entire criminal case before taking action. If neighbors are complaining that you have drug activity or other dangerous situations in your rental, investigate the problem and resolve it as quickly as possible (see the previous chapter on *Crisis Resolution*). Do *not* assume that the situation at your unit must be under control simply because the police have yet to serve a search warrant at the property.

NUISANCE ABATEMENT LAWS

New laws have been developed in recent years that give law enforcement agencies greater ability to pressure property owners (rental and owner-occupied) to abate problems associated with chronic illegal activity on their property. Of the two that are summarized here, one is specific to Joliet and one is applicable throughout the State of Illinois. Both are bound in the Appendix of this manual.

The laws are designed to ensure that, in situations where landlords (and other property owners) do not take appropriate action to address problem activity on rental property, recourse exists to force the landlord to act. Remember, while the police can arrest for criminal activity, only the landlord can evict. Essentially, that is why these laws exist.

If you are a responsible landlord, it is unlikely that these laws will be used against you. Each law has built-in safeguards designed to ensure that landlords who act in good faith and are responsive to the problems identified will not suffer penalties designed for those few landlords who truly do not care if they rent to tenants who harm the neighborhood. If you have reason to believe that your tenant's conduct could lead to such action, contact your local law enforcement agency and speak to neighbors and possibly your tenants to make sure the issues are addressed quickly and appropriately.

"Drug House" or "Specified Crime" Laws

The State of Illinois and the City of Joliet have both developed laws designed to address the problems that occur when owners allow drug activity, prostitution, and gambling (the "specified" crimes) to persist on their property:

- **Statewide Public Nuisance Statutes**. Statewide public nuisance statutes (ILCS 5/37, 5/550, 5/570, et.seq.) define the process for legal action against Illinois property owners who allow either "knowingly" or "negligently" murder, kidnapping, prostitution, the manufacture and/or sale of drugs, or other specified crimes to occur on their property. Violation of these statutes can leave landlords open to criminal penalties including temporary closure of property, court and attorneys' fees, and ultimate forfeiture of the property in addition to fines and/or imprisonment; particularly for repeat violations.

- **Joliet's Public Nuisance ordinance**. The City of Joliet's ordinance (9453) mirrors state statutes. In addition, it establishes that any person who neglects to abate and remove a nuisance after notice shall, for each 24 hour period during which the nuisance continues, be guilty of a separate offense. Joliet ordinances provide for the same type of penalties, fines or other remedies as state statutes plus all expenses incurred by the City in abating a nuisance shall be chargeable to, and collected from, the person who created, continued or permitted the nuisance to exist. These expenses may include, but are not limited to, the cost of personnel, equipment and materials used to abate the nuisance.

THE "SPECIFIED CRIME" LETTERS

When an Illinois law enforcement agency has confirmed that drug activity, gambling, prostitution, or other "specified crimes" are occurring on a property, they have a choice: to pursue it criminally, civilly, or both. If effectively addressing the problem includes finding a civil solution (e.g., removing the menace from the neighborhood by encouraging the landlord to evict the tenants), the police will contact the landlord.

The following describes the letters that the Joliet Police Department uses when it chooses to contact the landlord. The same options are available to law enforcement agencies across the state, with the only modification being the use of the statewide statute. While other jurisdictions in Illinois are using similar letters, the actual procedures used in the area where your property is located may vary.

When the Joliet Police Department chooses to send out letters to the landlord, they typically send out one of the following three. In addition to the steps described below, regardless of which letter you receive, you should contact the police and find an officer you can stay in touch with until the problem is resolved. Again, a one-on-one working relationship can improve the level of assistance you are likely to receive.

Only the first of the three letters described is defined by law. The rest are warning letters, intended to give owners the opportunity to solve problems before legal action is required. Here's what the letters are and what you should do about them:

1. **Specified Crime Notice.** This letter states that your property meets the specified crime criteria and that you have 10 days to remedy the problem in your rental or you will be subject to closure of your property for up to one year and fines of up to $500 a day from the first day you were aware of the problem and took no action. You will receive the notice either by certified mail, registered mail or personal delivery. (Unlike methods for service in landlord/tenant disputes, certified and registered mail are legal for this type of action.)

   What to do: This letter should provide you with the justification for serving an eviction notice. The police do not attempt to close the property with this ordinance unless there is an established history of criminal activity there. Typically, there will be both arrests and convictions associated with people at the rental unit.

   When you get this letter, it means the problem has gotten so out of hand that the city sees fit to sue you for not taking action. Therefore, move quickly. Contact your attorney. Contact the Police Department. Serve the eviction notice. After the eviction notice, if the tenants don't move out, start the FED/court ordered eviction process.

2. **A "Crime/Drug" Warning letter**. This letter informs you that the police have arrested a person(s) on your premises for drug activity (selling or manufacturing) or that police have found drugs on the property through varying circumstances. This letter is often sent because police have served a search warrant for illegal drug activity (or other types of criminal behavior). Generally, the evidence collected to serve the warrant (in addition to any evidence collected during the search) will hold up in court when it comes to eviction.

   What to do: If the person arrested is one of your tenants, you will likely have grounds for serving an eviction notice. You have evidence presented by the police of drug activity by your tenant if it goes to trial. If the person arrested is not one of your tenants, depending on the circumstances, you may still have grounds for serving an eviction notice. This depends in large part to what your rental agreement states concerning this activity.

3. **A "Public Nuisance" Warning letter.** This letter is sent to inform you that your property is being used in such a manner as to create a Public Nuisance. A Public Nuisance is generally defined as an excessive number of calls for Police service that injures or endangers the health, safety or welfare of the surrounding community or that obstructs the reasonable use of the property.

   What to do: If you receive one of this letters, contact the police as soon as possible to take steps to address the problem. Generally, the letter is admissible as supporting evidence, but is not sufficient

grounds for eviction by itself. In addition to finding out what evidence the police have, ask neighbors to describe the activity they have seen. If you feel comfortable doing it, inspect your property. You may call and speak with your tenant about the activity but it is best to keep a paper trail and notify the offending tenant in writing that continued disruptive activity would be considered a violation of the lease agreement and could lead to eviction. Keep watch for significant breaches of compliance. (Remember that, in most cases, by the time police send out a letter, the tenants have already committed significant violations of their rental agreement or of landlord/tenant law.)

You may use the letter in combination with other evidence (e.g., the testimony of neighbors and/or police officers) to support your case for eviction, depending on the circumstances. Your failure to take action to remedy the nuisance could lead to the suspension of your inspection certificate or the need for you to obtain an inspection certificate on a single unit, after a hearing in front of the Deputy City Manager. Any property required to have a certificate would be subject to being vacated once the certificate is suspended. Finally, remember that if you are actively managing your property, it is unlikely that you will receive a letter. When the police send warning letters, they have typically received numerous complaints, complaints that an active manager would have already known about and addressed.

THE SECTION 8 PROGRAM

ADVICE WE WERE GIVEN:

"Few landlords realize it, but you can screen a subsidized applicant the same way you screen any applicant. Most don't screen subsidized applicants for rental history — either because they don't know they can, or because they are too excited about the guaranteed rent check."

"For landlords the message is simple. Bottom line, if you screen your tenants, Section 8 is a very good program." — A Section 8 Program Director

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The term "Section 8" refers to a number of federal subsidy programs that allow people of limited means to rent housing. The tenant pays a portion of the rent, while the federal government pays the rest. The Section 8 program is under the control of the U.S. Department of Housing and Urban Development (HUD) and administered locally by the Joliet Housing Authority (JHA).

THE BASICS

Understand the legal and practical differences between publicly subsidized and private renting. Have the same success rate as can be expected with private rentals.

SOME BENEFITS

The most important benefit of participating in the Section 8 program is that, if done responsibly, it helps the entire community. Those landlords who meet their responsibilities and require Section 8 tenants to do the same provide a valuable service — by renting decent housing to good citizens who otherwise could not afford it. In addition to the satisfaction of serving the public good, landlords can enjoy additional direct benefits for their business:

1. **Reliable rent.** A large portion of the rent, and sometimes all of it, is guaranteed by the federal government. So, once the paperwork is processed, you'll get the subsidy portion on time, every month. Also, assuming you screen your applicants responsibly, your tenants should be able to pay *their* portion on time since the amount is predetermined to be within their means.

2. **"Fair Market Rent."** HUD and local Public Housing Agencies work to ensure that subsidized rents do not exceed comparable private rentals in the area. For landlords who are not aware that higher rents are more typical, it may be a pleasant surprise to discover the room to raise your rates. Those who are charging rates comparable to other nearby rentals will receive similar amounts under Section 8. Those who attempt to "lead" the market in price may suffer somewhat.

SOME MISCONCEPTIONS

Public Housing Agencies prescreen their participants along the same guidelines that a landlord should use.

False. The PHA screens only for program eligibility (primarily income level). It is up to the landlord to screen tenants — make sure they can pay the remainder of the rent, check their 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 your responsibility: you are entitled to turn down Section 8 applicants who do not meet your screening criteria and accept those who do. Even guaranteed rent is not worth it, if drug-dealing tenants move in.

As one program manager put it, "For landlords the message is simple. Bottom line, if you screen your tenants, Section 8 is a very good program."

Landlords who rent to Section 8 tenants must use the Public Housing Agency's model lease.

False. New HUD guidelines, developed in 1995, are designed to make it easier for the landlord to use the same lease that is used for non-subsidized tenants. However, the landlord will be required to use an approved lease addendum, provided by the local housing agency that adds to and/or modifies some of the conditions of the lease that the landlord typically uses with non-subsidized tenants.

Note also that the lease addendum and model leases provided by Public Housing Agencies are written to match HUD's requirements and won't necessarily include all provisions you are accustomed to using. It is therefore important to be aware of differences between the conditions of your Section 8 lease and/or lease addendum and the conditions under which you typically rent to non-subsidized tenants.

Tenants on Section 8 cannot be evicted.

False. This misconception arises primarily from confusion about the types of notices that can be served on a subsidized tenant. 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 still apply. So, for example, if a tenant is violating the terms of the lease or damaging the property, a landlord can serve the applicable for-cause notice defined in the local landlord/tenant law.

Section 8 participants are bound by the same 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 tenants. Your best approach, as with any eviction, is to speak with an experienced landlord/tenant attorney before starting the process.

If you evict tenants for drug activity, the local Public Housing Agency will simply let the same people rent again elsewhere.

False. New HUD guidelines allow local PHAs to terminate assistance to tenants involved in the manufacture, sale, distribution, possession, or use of illegal drugs. The same guidelines also apply to tenants involved in violent criminal activity. Also, new guidelines introduced in 1995 give local PHAs expanded options for terminating program participation for such problems as repeated and serious lease violations.

RESOURCES

"The only thing necessary for the triumph of evil is for good people to do nothing."
— Edmund Burke

PROPERTY MANAGEMENT ASSOCIATIONS

Typically listed under *Associations* in local phone directories.

The service and type of support offered by each organization varies. Examples of services include: rental forms, continuing education, attorney referrals, answering landlord/tenant questions, legislative lobbying, running credit checks, monthly meetings to discuss topics of interests, and various other services. The level of service and ability to advise varies as well. Join a local Landlords' Association. You would be surprised at the amount of knowledge and experience you can receive from one. You can reach the Joliet Regional Landlords' Association, Inc. at their website www.jrla.org.

TENANT SCREENING SERVICES

Your local phone directory may list a variety of *Credit Reporting Agencies* under that category, some of which regularly work with landlords. In most directories, you will also find listings of companies that can help you with tenant screening under the heading of *Property Management*.

While credit reports are standard, other services vary, and may include: providing records of courthouse eviction proceedings; tracking landlord complaints on problem tenants; search of public records for judgments, tax liens, or lawsuits; criminal background checks; employment verification; verification of address; and reference checking with the present and previous landlords. Your best bet is to contact a few different companies, interview them about their level of service (and fees), and check *their* references and reputations with other landlords. We have placed information at the end of this manual on several screening services.

CRIME PREVENTION/APARTMENT WATCH

For help in setting up an apartment watch in your complex, contact the crime prevention officer at the Joliet Police Department (815) 724-3124 and find out what types of assistance are available.

COMMUNITY-BASED ORGANIZATIONS

Methods of locating such organizations will vary. Begin by contacting your city or county's local agencies for citizen participation or community development. These types of non-profit organizations are generally involved in

various community-building projects, from rehabilitating housing, to organizing neighbors, to providing a range of referral and support assistance for people in the area. Staff at some community-based organizations may be able to provide more in-depth information about specific neighborhood concerns than can citywide agencies

SECTION 8 RENT ASSISTANCE PROGRAM

Contact the Joliet Housing Authority (815) 727-0611 for answers to questions regarding the Section 8 program.

LAWS AND ORDINANCES

These are generally available through your local public library. State laws are also available through your state legislature's information service. Contact your local county and city governments for applicable ordinances. At the end of this manual we have inserted several laws and ordinances all landlords **must** know: Below are some common ones:

> All garbage being stored outside must be placed in plastic or paper bags and be put into a garbage can with a lid securely tightened.
>
> No garbage can be set out earlier than 6:30pm on the day previous to pick-up.
>
> Bedroom requirements; 70 sq. ft. for the first person, 50 sq. ft. for each additional person. For example, two people would need at least a 10 x 12 (120 sq. ft.) bedroom; 3 people would need 170 sq. ft., etc...
>
> State law requires older children of the opposite sex (ages 11 years old and up) be placed in separate bedrooms. Check with the Housing Authority for Section 8 tenants, their requirements are different.

A Guide to the New Residential Lead Paint Disclosure Requirements

By Michelle Mosby-Scott and Kathleen Weeks *

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This article reviews the newly effective federal and state lead paint disclosure requirements and describes how sellers and lessors - and their lawyers - can meet their obligations under the law.

I. Introduction

Many attorneys who practice real estate law are baffled, frustrated, and genuinely concerned about the most recent amendments to the Residential Lead-Based Paint Hazard Reduction Act, which became effective last September and December. (I) this article outlines the disclosure requirements (including the parties responsible' for making disclosure, the time limitations for disclosure, and exempt (real estate), the damages that may be imposed for violations, and the elements required to sustain claims for violations of the statute. We also offer some sample contract provisions tailored to the Act's requirements.

Additionally, we will discuss Illinois' version of the Residential Lead-Based Paint Hazard Reduction Act (2) and the mitigation requirements imposed on residential property owners.

II. Federal Statutory Requirements

The federal statutory requirements for lead paint disclosure apply only to the sale or lease of residential dwellings built prior to 1978.(3) Under the new amendments, sellers and lessors and their agents are· required to disclose any known lead-based paint defects in the residential dwelling.(4) Additionally, the seller, lessor, and agent are required to disclose all documentation about the presence of lead paint to buyers and lessees and to allow them to have the home tested for lead contamination.(5)

If lead contamination is discovered and not corrected by the seller or lessor, the buyer or lessee may void the real estate contract of residential lease agreement (6) Although the Act is silent about who must pay for a lead paint inspection, real estate practitioners seem to agree that the cost should be represented on schedule 2 of the HUD statement as a buyer's expense unless the parties agree otherwise. If lead-based pain is discovered in the inspection, the seller typically pays for curing the defect if the -transaction is completed. The costs, however, may otherwise be apportioned by agreement.

III. Who-Must Disclose?

Attorneys should note that the statutory requirements could arguably be imposed upon them as agents. Though some argue that an attorney for the seller or lessor is not acting as an agent because the term "attorney" or "legal counselor" is absent from the statutory definition-of that term, we recommend that lawyers play it safe and not sign the closing documents as an agent. More specifically, the statute defines an agent as:

> Any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.(7)
>
> Additionally, the definition specifies that the term "agent" does not apply to purchasers or any purchaser's representative who receives all compensation from the purchaser.(8)
>
> There is thus no indication that an attorney representing the seller or lessor in the real estate transaction is exempt from the penalties for violating the statute. Moreover, Illinois regulations require that "any person, who alone, jointly, or severally with others: (a) has legal title ... [or] (b) has charge, care or control of the dwelling or residential building as owner or agent of the owner" is responsible- for ensuring that the landlord or seller complies with the Act.(2) As a rule, listing agents, selling agents, and buyer agents (if paid by the seller or through a cooperative brokerage agreement with the listing agent) are «agents" and thus responsible for ensuring statutory compliance.

IV. Effective Date of the Federal Regulations

The effective-date of the regulation depends on the type of dwelling. Since September 6, 1996, all sales or leases by the owner of four or more residential dwellings built before 1978 have had to include a lead paint discourse. (10) As of December 6, 1996, the regulations apply to the sale or lease of one to four residential dwellings built before 1978.(11) The December 6 effective date applies to the sale or lease of multi-units, which include any residential dwelling of one to four units or any owner with one to four separate residential Units.(12)

V. When Must Disclosure Be Made?

Many questions have arisen about when disclosure must be made under the statue. The statute specifically requires that the buyer be given 10 days to inspect the premises for lead paint hazards before being bound by the contract(13) However, the parties may shorten or waive the 10-day inspection provision, or use a provision that makes the contract contingent upon the results of the inspection.(14) If the transaction involves a lease agreement, the disclosure should either be attached to the initial lease agreement or included in the lease that is presented to the lessee.

VI. Exemptions

As previously indicated, the regulations apply only to residential dwellings. As a result, lead paint disclosure is not required for commercial properties. The statute also exempts six types of residential dwellings: (15)

1. Housing for the elderly or persons with disabilities where no child under age six is a resident;
2. Dwellings without a separate sleeping area, referred to as "zero-bedroom" homes (i.e. dorm rooms and studio apartments);
3. Sales from or through a foreclosure proceeding ;(16)
4. Residential lease of housing that is free from lead-based paint after an approved inspection; (17)
5. Leases for 100 days or less unless they can be renewed or extended ;(18) and
6. Lease agreements under which the landlord has already disclosed any hazards require by the act and where the only purpose of the agreement is to renew the existing lease :(19)

Additionally, real estate transactions involving the exempt property as described above will not require lead paint disclosure.

VII. Compliance Disclosure Procedures

Essentially, this law requires real estate sellers, brokers, agents, and landlords to disclose any known information about the existence of lead paint on the premises to the potential buyer or lessee (20) Compliance with the statute generally requires supplying the buyer or lessee with an informative Pamphlet and the requisite "lead warning statement" and inserting a contingency provision into the real estate contract or lease agreement.

To ensure that compliance is "knowing," the seller, lessor, or agent is required to give the buyer or lessee a copy of a pamphlet entitled "Protect Your Family from Lead in Your Home." The pamphlet, published· by the federal Environmental Protection Agency, discusses various lead hazardous(211) and includes a sample disclosure form. There are separate forms for leases and sales, and they should not be used interchangeably.

Although states are allowed to develop and implement their own pamphlets after EPA approval. (22) Illinois has not yet developed an informational brochure or disclosure form. The requisite EPA pamphlet can be obtained by contacting the National Lead Information Center (NLIC) at 1-800-LEADFYI or the Government Printing Office (GPO) at 202-512-1800. NLIC will only forward five brochures per each request. GPO, however, will provide bulk quantities for a fee.

Note that the statute does not require that the purchaser receive an original brochure; rather, it only requires that the information in the Brochure be distributed. Many attorneys photo Copy the original, rather than purchasing additional brochures from the GPO.

The 'Lead Warning Statement" varies depending upon whether the real estate transaction 'involves a lease agreement or sales contract .The following lead warning statement must be attached to a leasing contract:

Housing built before may 1978 contain lead-based paint Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-l 978 housing, 'lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.(23)

Contracts for the purchase of property, on the other hand, require a more detailed lead warning statement:

> Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.(24)

The federal regulations impose specific requirements about the appearance and conspicuousness of the statement and give the following instructions about print size: "The Lead Warning Statement shall (be) printed in large type on a separate sheet of paper attached to the contract"(25)

Meeting the statutory requirements for sales and lease contracts requires the insertion of a simple contingency provision. Here is a sample paragraph for sales contracts:

Residential Lead-Based Paint Hazard (pre-1978 Construction)

> This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth calendar day after Seller's acceptance, if applicable, or the date. of this Contract if later. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report The Seller may, at the Seller's option, within ___days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to the date of closing. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter offer, the Purchaser shall have ___ days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause. See the Disclosure Statement attached hereto and made a part hereof by this reference (to be signed by Seller and Purchaser).

This sample paragraph applies to lease agreements:

Residential Lead-Based Paint Hazard (pre -1978 Construction)

> This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Tenant's expense until midnight on the tenth calendar day after Landlord's acceptance, if applicable, or the date of this Contract if later. This contingency will terminate at the above predetermined deadline unless the Tenant (or Tenant's agent) delivers to the Landlord (or Landlord's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Landlord may, at the Landlord's option, within days after delivery of the addendum, elect in writing whether to correct the condition(s). If the Landlord will correct the condition, the Landlord shall furnish the Tenant with certification from a risk assessor or inspector demonstrating that the condition has been remedied.

If the Landlord does not elect to make the repairs, or if the Landlord makes a counter-offer, the Tenant shall have ___days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Tenant may remove this contingency at any time without cause. See the Disclosure Statement attached hereto and made a part hereof by this reference (to be signed by Landlord and Tenant).

As these provisions indicate, the parties have some flexibility in negotiating the time periods that trigger the contingency provision. However, that provision must contain the .elements of the disclosure requirement set forth in the statue.

Two additional provisions may also prove useful. As indicated, owners and landlords who own property constructed after 1978 have no duty to disclose. For pre-1978 property, use the following disclaimer provisions in sales contracts and lease agreements respectively:

Seller Warranty (Lead-Based Paint)

Seller warrants to Purchaser that the residence(s) on the property was not constructed prior to the year 1978, and that to the best of Seller's knowledge there was no lead-based paint used on the property.

Landlord Warranty (Lead-Based Paint)

Landlord warrants to Tenant that the residence(s) on the property being leased by Tenant was not constructed prior to the year 1978, and that to the best of Landlord's knowledge there was no lead-based paint used on the property.

Use these paragraphs only when the seller or landlord knows the real estate was constructed after 1978. If the date is in doubt, use the pre-1978·provisions.

VIII. Civil Penalties

The statute states that "any person who knowingly violates the provisions shall be jointly and severally liable to the purchaser or lessee in an amount equal to 3 times the amount of damages incurred by such individual" pursuant to 42 USC section 3545 and 24 CFR section 30.(26) Civil liability includes attorney fees, expert witness fees, and costs. In addition to these civil penalties, failing to comply with disclosure may result in criminal penalties of up to $10,000 per violation.(27)

IX. Federal Emphasis on Disclosure - Illinois Emphasis on Mitigation

In addition to the recent amendments to federal law addressing the risks posed by lead paint, Illinois practitioners must also familiarize themselves with the new amendments to the Illinois Lead Poisoning Prevention Act.(28) Although both federal and state laws alert the public to the dangers of lead paint, major differences exist between the statutes.

The Illinois Act focuses on so-called mitigation and abatement of the hazard but does not impose a Time table for disclosure or inspection, unlike the federal law, which imposes strict disclosure requirements. In Illinois, for example, a property owner who is made aware of a lead hazard that would affect a resident child must "mitigate and abate" the hazard according to the procedures outlined in the Illinois Act. The owner's actions and the mitigation procedure is overseen by the Illinois Department of Public Hea1th.(29)

More specifically, the owner must meet several statutory obligations after finding a serious lead hazard beyond the mere presence of non-chipped lead paint. The owner's primary statutory obligations are as follows:

1) to provide an informational brochure on lead paint hazards to tenants and prospective tenants;(30)
2) to create a department-approved mitigation plan;(31) and
3) during the mitigation process, use a licensed lead abatement contractor and licensed workers,(32) follow safety guidelines established in the Act(33) and dispose of the paint as required by the Department of Public Health.(34)

Property owners will be charged with Class A misdemeanors for violating the Illinois Act.(35) Additionally, the occupants of affected units may withhold their rent and seek relocation cost.(36)

X. Conclusion

The procedural modifications and disclosures outlined in this article are not optional; they are mandatory. Many attorneys will no doubt regard these new obligations as unnecessary paperwork caused by excessive regulation. Like it or not, however, they will be an important part of all real estate transactions involving residential property constructed prior to 1978.

**The authors wish to thank Frederick A. Johnson, a senior partner with Johnson, Bunce & Noble in Peoria, for sharing his real estate law expertise*

About The Authors

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CIVIL PROCEDURE-EVIDENCE-LEASED PREMISES USED IN CRIMINAL OFFENSE

PUBLIC ACT 90-360

II.B.1140

Section 5. The code of Civil Procedure is amended by changing Section 9-106 and adding Section 9-120 as follows:

[S.II.A. 735 ILCS 5/9-106] (735 ILCS 5/9-106) (from Ch. 110, par.9-106)

9-106. Pleadings and evidence. On complaint by the party or parties entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully· withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons.

The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action. Except as otherwise provided in Section 9-120, no matters not germane to the distinctive purpose of the proceeding shall be introduced by joinder, counterclaim or otherwise. However, a claim for rent may be joined in the complaint, and judgment may be entered for the amount of rent found due.
(Source:. P.A. 82-280.)

[S.II.A. 735 ILCS *519-120]* (735 ILCS *519-120* new)

9-120. Leased premises used in furtherance of a criminal offense; lease void at option of lessor or assignee.

(a) If any lessee or occupant on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee, become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or her term.

(b) The owner or lessor may bring a forcible entry and detainer action, or, if the State's Attorney of the county in which the real property is located agrees, assign to that State's Attorney the right to bring a forcible entry and detainer action on behalf of the owner or lessor against the lessee and all occupants of the leased premises: The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(c) A person does not forfeit any part of his or her security deposit due solely to an eviction under the provisions of this Section, except that a security deposit may be used to pay fees charged by the sheriff for carrying out an eviction.

(d) If a lessor or the lessor's assignee voids a lease or contract under the provisions of this Section and the tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or lessor's assignee may seek relief under this Article IX. Notwithstanding Secions9-112, 9-113, and 9-114 of this Code, judgment for costs against a 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 when 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.

(e) After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(f) A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment if one is entered.

(g) Nothing in this Section shall limit the rights of an owner or lessor to bring a forcible entry and detainer action on the basis of other applicable law.

Approved: August 10, 1997
Effective: January 1, 1998

REAL PROPERTY - LEASES - CRIMES BY LESSEE

PUBLIC ACT 89-82

S.B.628

AN ACT concerning leases of real property, amending named Acts.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Controlled Substance and Cannabis Nuisance Act is amended by changing Section 11 as follows:

[S.H.A. 740 ILCS *40/11]* (740 ILCS *40/11)* (from Ch. 100-1/2, par. 24)

Section 11. (a) If any lessee or occupant, on one or more occasions, shall use leased premises for the purpose of unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling or giving away controlled Substances or shall permit them to be used for any such purposes, the lease or contract for letting such 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 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 like remedy to recover possession thereof as against a tenant holding over after the expiration of his term. The owner or lessor may bring a forcible entry and detainer action, or assign to the State's Attorney of the county in which the real property is located the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order or eviction to the sheriff for execution. The owner or lessor remains liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(b) If a controlled substance is found or used anywhere in the premises of an apartment, there is a rebuttable presumption that the controlled substance was either used or possessed by a lessee or occupant or that a lessee or occupant permitted the premises to be used for that use or possession. A person shall not forfeit his or her security deposit or any part of the security deposit due solely to an eviction under the provisions of the Act.

(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 where 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.

(Source: P.A. 87-765.)

Section 10. The Lessor's Liability Act is amended by changing the title of the Act and changing Section 0.01 and adding Section 5 as follows:
[S.H.A. 765 ILCS 705 Act title] (765 ILCS 705 Act title)

An Act concerning landlords and tenant
[S.H.A. 765 ILCS 705 0.01] (765 ILCS 7050.01) (from Ch. 80 par. 90)

Section 0.01. Short title. This Act may be cited as the Landlord and Tenant Act
(Source: P.A. 86-1324)
[S.H.A. 765 ILCS 705 5] (765 ILCS 705 5 new)

Section 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.

ARTICLE 9 FORCIBLE ENTRY AND DETAINER

5/9-101. Forcible entry prohibited.

9-101. Forcible entry prohibited. No person shall make entry into lands or tenements except in cases where entry is allowed by law and in such cases he or she shall not enter with force, but in a peaceable manner.

5/9-104. Demand-Notice-Return

9-104. Demand-Notice-Return. The demand required by Section 9-102 of this act may be made by delivering a copy thereof to the tenant or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts herein stated, and if such demand is made by a any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The demand for possession may be in the following form:

To ...

I hereby demand immediate possession of the following described premises: (Describe)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

5/9-201. Recovery of rent.

9-201. Recovery of rent. The owner of lands, his or her executors or administrators may sue for and recover rent thereof, or a fair and reasonable satisfaction for the use and occupation thereof, by civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.
2. When lands are held and occupied by any person without any special agreement for rent.
3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or noncompliance with the agreement and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made by the vendee, or his or her representative or assigns, may be set off against such rent .
4. When land has been sold upon judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing by the person entitled to the possession.
5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor or person holding under him or her wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession. .

5/9-207. Notice to terminate tenancy for less than a year.

9-207. Notice to terminate tenancy for less than a year. In all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days notice, in writing, and may maintain an action for forcible entry and detainer or ejectment

In all other cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

A tenancy from month to month is a tenancy of uncertain duration and so is not a tenancy for a definite period of one month or a succession of tenancies for definite period of one month each and since in the absence of agreement or contractual or statutory provisions to the contrary a tenancy from month to month is only terminable by either party upon giving proper and timely notice of one month at common law or of thirty days by landlords by statute, a tenancy from month to month is a single tenancy, continuous and uninterrupted until so terminated.

5/9-209. Demand for rent-Action for possession.

9-209. Demand for rent-Action for possession. A landlord or his or her agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than five days after service thereof, the lease will be terminated. If the tenant does not within the time mentioned in such notice, pay the rent due, the landlord may consider the lease ended, and sue for the possession under the statute in relation to forcible entry and detainer, or maintain ejectment without further notice or demand. A claim for rent may be joined in the complaint, and a judgment obtained for the amount of rent found

due, in any action or proceeding brought, in an action of forcible entry and detainer for the possession of the leased premises, under this section.

Notice made pursuant to this section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment To prevent invalidation, the notice must prominently state:
.
“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 the lease in exchange for receiving partial payment.”

Collection by the landlord of past rent due after filing of a suit for possession or ejectment pursuit to failure of the tenant to pay rent demanded in the notice shall not invalidate the suit.

5/9-210. Notice to quit.

9-210. Notice to quit When default is made in any of the terms of a lease, it is not necessary to give more than 10 days notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To Tenant Name: You are hereby notified that in consequence of your default in (site the violation) of the premises now occupied by you, being, (describe the property) I have elected to terminate your lease, and you are hereby notifies to quit and deliver up possession of the same to me within 10 days of this date (dated)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or termination of such tenancy is necessary.

5/9-211. Service of demand or notice

9-211. Service of demand or notice. Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then posting the same on the premises.

5/9-212. Evidence of service

9-212. Evidence of service. When such demand is made or notice served by an officer authorized to serve process, the officer's return is prima facie evidence of the facts therein stated, and if such demand is made or notice served by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated.

519-213. Expiration of term

9-213. Expiration of term. When tenancy is for a certain period, and the term expires by the terms of the lease, the tenant is then bound to surrender possession, and no notice to quit or demand of possession is necessary.

5/9-214. Lease defined

9-214. Lease defined. The term "lease," as used in Part 2 of Article IX of this Act, includes every letting whether by verbal or written agreement.

5/12-5.1. Criminal housing management

12-5.1. (a) A person commits the offense of criminal housing management when, having personal management or control of residential real estate, whether as a legal or equitable owner or as a managing agent or otherwise, he recklessly permits the physical condition or facilities of the residential real estate to become or remain in any condition which endangers the health or safety of any person.

(b) Sentence. Criminal housing management is a Class A misdemeanor. . A subsequent conviction for a violation of subsection (a) is a Class 4 felony .

ARTICLE 37 PROPERTY FORFEITURE

5/37-1. Maintaining public nuisance

37-1. Maintaining Public Nuisance. Any building used in the commission of offenses prohibited by Sections 9-1, 10-1, 10-2, 11-14, 11-15, 11-16, 11-17, 11-20, 11-20.1, 11-21, 11-22, 12-5.1, 16-1, 20-2, 23-1, 23-1(a)(l), 24-1(a)(7), 24-3, 28-1,28-3,31-5 or 39A-I of the "Criminal Code of 1961", approved July 28, 1961, as heretofore and hereafter amended, or prohibited by the "Illinois Controlled Substances Act", or the "Cannabis Control Act" enacted by the 77th General Assembly, as heretofore and hereafter amended, or used in the commission of an inchoate offense relative to any of the aforesaid principal offenses is a public nuisance.

(b) Sentence. A person convicted of knowingly maintaining such a public nuisance commits a Class A misdemeanor. Each subsequent offense under this Section is a Class 4 felony.

5/9-1	Murder
5/10-1	Kidnapping
5/10-2	Agg. Kidnapping
5/11-14	Prostitution
5/11-15	Soliciting for· Prostitution
5/11-16	Pandering
5/11-17	Keeping a Place of Prostitution
5/11-20	Obscenity
5/11-20.1	Child Pornography
51l1-21	Harmful Material
5/11-22	Tie-In Sales of Obscene Publications
5/12-5.1	Criminal Housing Management
5/16-1	Theft
5/20-2	Possession of Explosives
5/24-1	Unlawful Use of a Weapon
5/24-3	Unlawful Sale of a Firearm
5/28-1	Gambling
5/28-3	Keeping a Gambling Place
5/31-5	Concealing or Aiding a Fugitive

5/37-2. Enforcement of lien upon public nuisance

37-2. Enforcement of lien upon public nuisance. Any building, used in the commission of an offense specified in Section 37-1of this Act with the intentional, knowing, reckless or negligent permission of the owner thereof, or the agent of the owner managing the building, shall, together with the underlying real estate, all fixtures and other property used to commit such an offense, be subject to a lien and may be sold to pay any unsatisfied judgment that may be recovered and any unsatisfied fme that may be levied under any Section of this Article and to pay to any person not maintaining the nuisance his damages as a consequence of the nuisance; provided, that the lien herein created shall not affect the rights of any purchaser, mortgagee, judgment creditor or other lien. holder arising prior to the filing of a notice of such lien in the office of the recorder of the county in which the real estate subject to the lien is located, or in the office of the registrar of titles of such county if that real estate is registered under "An. Act concerning land titles" approved May 1, 1897,

as amended; which notice shall definitely describe the real estate and property involved, the nature and extent of the lien claimed, and the facts upon which the same is based. An action to enforce such lien may be commenced in any circuit court by the State's Attorney of the county of the nuisance or by the person suffering damages must pursue his remedy within 6 months after the damages are sustained or his cause of action becomes thereafter exclusively enforceable by the State's Attorney of the county of the nuisance.

5/37-3. Revocation of licenses, permits and certificates

5/37-3. Revocation of Licenses, Permits and Certificates. All licenses, permits or certificates issued by the State of Illinois or any subdivision or political agency thereof authorizing the serving of food or liquor on any premises found to constitute a public nuisance as described in Section 37-1 shall be void and shall be revoked by the issuing authority; and no license, permit or certificate so revoked shall be reissued for such premises for a period of 60 days thereafter, nor shall any person convicted of knowingly maintaining such nuisance be reissued such license, permit or certificate for one year from his conviction. No license, permit or certificate shall be revoked pursuant to this Section without a full hearing conducted by the commission or agency which issued the license.

5/37-4. Abatement of Nuisance

37-4. Abatement of nuisance. The Attorney General of this State or the State's Attorney of the county wherein the nuisance exists may commence an action to abate a public nuisance as described in Section 37-1 of this Act, in the name of the People of the State of Illinois, in the circuit court. Upon being satisfied by affidavits or other sworn evidence that an alleged public nuisance exists, the court may without notice or bond enter a temporary restraining order or preliminary injunction to enjoin any defendant from maintaining such nuisance and may enter an order restraining any defendant from removing or interfering with all property used in connection with the public nuisance. If during the proceedings and hearings upon the merits, which shall be in the manner of “An Act in relation to places used for the purpose of using, keeping or selling controlled substances or cannabis", approved July 5, 1957, the existence of the nuisance is established, and it is found that such nuisance was maintained with the intentional, knowing, reckless or negligent permission of the owner or the agent of the owner managing the building, the court shall enter an order restraining all persons from maintaining or permitting such nuisance and from using the building for a period of one year thereafter, except that an owner, lessee or other occupant there of may use such place" if the owner shall give bond with sufficient security or surety approved by the court, in an amount between $1,000 and $5,000 inclusive, payable to the People of the State of Illinois, and including a condition that no offense specified in Section 37-1 of this Act shall be committed at, in or upon the property described and a condition that the principal obligor and surety assume responsibility for any time, costs or damages resulting from such an offense thereafter.

5/37-5. Enforcement by private person

37-5. Enforcement by Private Person. A private person may, after 30 days and within 90 days of giving the Attorney General and the State's' Attorney of the county of nuisance written notice by certified or registered mail of the fact that a public nuisance as described in Section 37-1 of this Act, commence an action pursuant to Section 37-4 of this Act, provided that the Attorney General or the State's Attorney of the county of nuisance has not already commenced said action.

DIVISION 15. SYSTEMATIC INSPECTION OF RENTAL HOUSING

Sec. 8-150. Short title.

This division shall be known and may be cited as "the systematic inspection of rental housing ordinance.
(Ord. No. 8245, § 1,4-1-86)

Sec. 8-151. Definitions.

For the purposes of this division whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section:

Dwelling unit. A single unit providing complete independent living facilities for one (I) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Rooming unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Dwellings:

(1) Single-family dwelling. A building containing one (1) dwelling unit.

(2) Two-family dwelling (duplex). A building containing two (2) dwelling units.

(3) Multifamily dwelling Unit. A building or portion "thereof containing more than two (2) dwelling units and not classified as one- or two-family dwelling.

(4) Boarding house, rooming house, lodging house and tourist house. A building arranged or used for the lodging, with or without meals, for compensation, by individuals who are not members of the family.

(5) Dormitory. A space in a building where group sleeping accommodations are provided for persons not members of the same family group in one (1) room, or in a series of closely. associated rooms.

(6) Hotel. A room or rooms in any building or structure kept, used, maintained, advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodging house, boarding house, rooming house, tourist house, dormitory or place, where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals.

Long term resident. Any person who occupies or has the right to occupy any room or rooms in a hotel or motel for at least seven (7) consecutive days.

Person. Any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation, or receiver, executor, trustee, conservator or other representative appointed by order of any court.

Permanent resident. Any person who occupies or has the right to occupy any room or rooms in a hotel or motel for at least thirty (30) consecutive days.

Premises. A lot, plot or parcel of land including the buildings or structures thereon.

Rent, let or let for occupancy. To permit possession or occupancy of a dwelling, dwelling unit, rooming unit, building or structure for consideration.

(Ord. No. 8245, § 1, 4-1-86; Ord. No. 8794, § 1, 1-4-89)

Sec. 8-152. Systematic Inspection Required.

(a) Covered Properties

The following residential rental properties "Covered Properties" shall be subject to the Systematic Inspection of Rental Housing Ordinance and shall be inspected for compliance with this Code and all other applicable laws and ordinances:

(1) two-family dwellings
(2) multifamily dwellings
(3) boarding houses
(4) rooming houses
(5) lodging houses
(6) tourist houses
(7) hotels and motels
(8) dormitories

(9) a leased single-family dwelling that has been temporarily placed in the systematic rental inspection program for cause as set forth in subsection (d) of this section
(10) the rental unit of a two-family dwelling that has been temporarily placed in the systematic rental inspection program for cause as set forth in subsection d of this section

(b) Exempt Occupancies

The following occupancies are exempt from the Systematic Inspection of Rental Housing Ordinance

(1) owner-occupied single family dwellings
(2) non-owner-occupied single-family dwellings that do not meet one or more of the criteria set forth in subsection d of this section
(3) two-family dwellings in which one unit is occupied by the owner and the rental unit does not meet one or more of the criteria set forth in subsection d of this section
(4) dwellings, buildings, structures and uses owned and operated by any governmental agency
(5) dwellings, buildings, structures and uses licensed and inspected by the State of Illinois

(c) Hotels and Motels

Hotels and motels shall be subject to systematic rental inspection of the entire premises, including rooms and units set aside for or rented to long term residents. However, the owner shall be required to pay inspection fees only for those rooms or units that are rented to or set aside for long term residents. The inspection fee shall be determined by the number of rooms or units rented to or set aside for long term residents during the preceding months of July, August and September or such other number stated by the owner in its hotel license application or renewal, but only if a license has been issued on the application.

(d) Placement in Program for Cause

Single family dwellings that are not occupied by the owner and are rented or leased to another person and the rental unit of a two-family dwelling in which the other unit is owner-occupied shall be temporarily subject to inspection and compliance with the Systematic Inspection of Rental Housing Ordinance if those dwellings or rental portion thereof meets one or more of the following conditions:

(1) the dwelling or the lot on which the dwelling is located is the subject of two or more calls for police service within a twelve month period due to the misconduct of the tenants or the guests of the tenants; or

(2) the dwelling or the lot on which the dwelling is located is the subject of one or more calls for police service within a twelve month period due to the misconduct of the tenants or the guests of the tenants and such misconduct relates to the use of the rental property for drug-related criminal activity, prostitution-related activity or the illegal use possession or discharge of a firearm; or

(3) the dwelling or any structure on the lot on which the dwelling is located has caught fire and required a response from the Joliet Fire Department; or

(4) the dwelling or the lot on which the dwelling is located has three or more violations of this Code or any applicable law or ordinance within a twelve-month period as determined by the city manager or his designee; or

(5) the dwelling or the lot on which the dwelling is located has been determined to constitute a public nuisance due to the condition of the property or the conduct of the tenants or guests occupying the property.

The determination that adequate grounds exist for temporary placement in the systematic rental inspection program shall made by the City Manager, or another administrative tribunal of competent jurisdiction, based on substantial evidence after providing the owner an opportunity to be heard thereon. In addition, a declaration that a public nuisance exists may be made by the Mayor and City Council.

The twelve-month period referred to in subsections 1 and 3 shall be continuously rolling period that shall be measured not on a calendar year basis but on the basis of the twelve 12 months immediately preceding the complaint, call for service or violation which triggers the city's intervention.

A dwelling unit that is temporarily placed in the systematic rental program pursuant to this subsection shall be eligible to be released from the inspection requirements of this Division if the dwelling unit remains in compliance with this Code and other applicable laws and ordinances for a period of two years following the issuance of a Certificate of Inspection.

For the purposes of this section, a call for police service to prevent or investigate domestic violence or domestic sexual abuse shall not constitute a police call for which a temporary placement may be made.

(e) Standard Inspection Cycle

All Covered Properties shall be inspected in accordance with this Division not less than once every two years: The two year inspection cycle shall commence on the date designated by the City in the Inspection Notice as the date of the initial inspection. The failure to satisfactorily complete an inspection shall not reset the two year inspection cycle.

(f) Performance-based Inspection Cycle

Any Covered Property, other than a hotel or motel that has undergone a biennial inspection under this Division shall be eligible for a two-year inspection extension so that the next inspection shall be required 4 years from the date of the Certificate of Inspection if:

(1) The dwelling is cited for no violations during the initial inspection; or

(2) The dwelling is cited for no more than five minor and non-life safety violations that are corrected by the time of the first re-inspection; provided however, that any one or more of the following conditions shall disqualify a dwelling from receiving a two-year inspection extension under the provisions of this subsection:

a. The physical condition or use of any dwelling constitutes a nuisance at common law;
b. Any physical condition, use or occupancy of any dwelling or its appurtenances is considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
c. Any dwelling that has unsanitary sewerage or plumbing facilities;
d. Any dwelling that is designated as unsafe for human habitation or use;
e. Any dwelling that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecured as to endanger life, limb or property;
f. Any dwelling from which the plumbing, heating or other facilities required by law have been removed, or from which utilities have been disconnected, destroyed, removed, or rendered ineffective, or the required precautions against trespassers have not been provided;
g. Any dwelling that is unsanitary or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or

h. Any dwelling that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent of not providing shelter; in danger of collapse or failure and dangerous to anyone on or near the dwelling.

Any dwelling receiving a two-year inspection extension under subsection d shall be subject to inspection during the four-year term for which the Certificate of Inspection is issued if the city receives a well-founded complaint regarding the condition of the property and inspection or re-inspection is necessary or title to the dwelling is transferred to a third party.

(g) New Construction

Newly constructed Covered Properties shall not be scheduled for their initial systematic inspection for a period of three 3 years following the issuance of a Certificate of Occupancy therefore. This subsection shall only apply to original construction and shall not apply to dwelling units within renovated buildings.

Sec. 8-153. Rental Property Registration.

It shall be the duty of all owners of rental property subject to systematic inspection under Section 8-152 to register the rental property with the City Manager on forms provided for this purpose. The registration shall include the following information:

(1) proper name, mailing address, telephone number and email address of all of the persons holding legal or equitable title to the property
(2) address of the rental property
(3) number of dwelling units
(4) names of all lessees and other permitted adult occupants
(5) mailing address, telephone number and email address of all Property Managers
(6) emergency contact information for the owner
(7) other information reasonably required by the City Manager that assists in the administration and enforcement of the Systematic Inspection of Rental Housing Ordinance

The owner shall regularly update the registration information as changes occur. In addition, the owner shall update the registration information for the property prior to receiving a renewed Certificate of Inspection.

Sec. 8-154. Certificate of Inspection required.

The owner of a Covered Property shall not rent, let or permit the occupancy thereof unless a current Certificate of Inspection has been issued therefore and is in good standing. Each day of occupancy in violation of this Division shall constitute a separate offense. In addition, each dwelling unit occupied in violation of this division shall constitute a separate offense.

Sec. 8-155. Inspection Procedures.

(a) Notice of Inspection

The City shall provide the owner prior notice of a scheduled inspection at least seven (7) days in advance. This notice may be given by mail or email addressed in accordance with the property registration.

(b) Owner or Representative to be Present

Unless otherwise required by the City Manager or stated in the Inspection Notice, the owner, or other owner's representative authorized to provide access to the entire building, shall be present for the inspection.

(c) Certificate Issued Upon Satisfactory Completion of Inspection

If upon completion of the biennial inspection, the premises are found to be in compliance with this Code and the appropriate fee has been paid, the City shall issue a Certificate of Inspection for the premises.

(d) Non-satisfactory Completion of Inspection

If, upon completion of the biennial inspection, the premises are found to be in violation of one or more provisions of this Code, the city shall provide written notice of such violations and shall set a re-inspection date before which such violations shall be corrected. If such violations have been corrected within that period, the city shall issue a Certificate of Inspection for the premises. If such violations have not been corrected within that period, the city shall not issue the Certificate of Inspection and may take any action necessary to enforce compliance with this Code. If such uncorrected violations do not pose an immediate threat to the health, safety, and welfare of the occupants, the city manager or the city manager's designee may authorize the occupancy of the premises for a period not to exceed ninety (90) days.

Sec. 8-156. Applicable Codes and Ordinances.

(a) Incorporated Codes

All Covered Properties shall be inspected to ascertain compliance with nationally recognized building and life safety codes that are adopted by the City including, but not limited to, the following:

(1) The International Building Code (2003 edition), as set forth in Section 8-175a of this Code
(2) The International Residential Code (2003 edition), as set forth in Section 8-175b of this Code
(3) The National Electric Code (2002 edition), as set forth in Section 8-211 of this Code
(4) The International Fire Prevention Code (2003 edition), as set forth in Section 8-279 of this Code
(5) Section 704 of the National Fire Protection Association Code (1990 Edition)
(6) The International Mechanical (Code 2003 edition), as set forth in section 8-3 00 of this Code
(7) The Illinois Plumbing Code (1998 edition), as set forth in section 8-325 of this Code
(8) The International Property Maintenance Code (2003 edition), as set forth in Section 8-335 and 8-336 of this Code

In the event the City hereafter adopts additional or successor codes dealing with building construction, buildings systems, life safety, accessibility or property maintenance, then Covered Properties shall also be inspected to ascertain compliance with such codes, whether or not this section is specifically amended to refer to such codes.

(b) State Laws

All Covered Properties shall be inspected to ascertain compliance with laws of the State of Illinois, including, but not limited to the following:

(1) Smoke Detector Act, 425 ILCS 60/1 et seq.
(2) Carbon Monoxide Alarm Detector Act, 430 ILCS 135/5 et seq.

(c) General City Ordinances

All Covered Properties shall be inspected to ascertain compliance with the general ordinances of the City pertaining to the condition, use or development of structures, buildings and real property, including, but not limited to the following:

(1) Code of Ordinances
(2) Zoning Ordinance (Ordinance No. 5285, as amended)
(3) Subdivision Regulations (Ordinance No. 7208, as amended)
(4) Joliet Accessibility Code (Section 8-709 et seq., as amended)
5 Historic Preservation Code (Section 8-601 et seq., as amended)

(d) Required Notices and Disclosures to Tenants

All Covered Properties shall be inspected to ascertain compliance with laws and ordinances requiring the making of certain notices or disclosures to tenants, including, but not limited to, the following:

(1) Notice of Availability of Certificate of Inspection

(2) Notice of Lease Termination and Eviction for Criminal Misconduct Crime Free Addendum

(e) Orders and Compliance Agreements

All Covered Properties shall be inspected to ascertain compliance with court orders, administrative orders, compliance agreements and other similar property specific requirements.

Sec. 8-157. Certificate expiration date.

(a) The certificates of inspection issued pursuant to this division shall expire two (2) years from the date of the biennial inspection. When a dwelling qualifies for a two-year inspection extension under section 8-153(d) of this division, the expiration date of the certificate of inspection shall be four (4) years from the effective date of its issuance.

(b) The certificates of inspection shall have the expiration date prominently displayed on its face. (Ord. No. 8245, § 1, 4-1-86; Ord. No. 8795, § 3, 1-4-89)

Sec. 8-158. Certificate transferability.

A certificate of inspection issued pursuant to this division shall be transferable to succeeding owners; provided that within five (5) days of the transfer, the transferor shall provide written notice of said transfer to the city manager or the city manager's designee. Such notice shall contain the name and address of the succeeding owners. The failure to provide such notice may result in the suspension or revocation of the certificate of inspection.
(Ord. No. 8245, § 1, 4-1-86)

Sec. 8-159. Certificate availability.

Upon the request of an existing or prospective tenant, the owner or the owner's agent shall produce the certificate of inspection.
(Ord. No. 8245, § 1, 4-1-86)

Sec. 8-160. Suspension or revocation of certificate

(a) If the city manager, after a hearing before the city manager or the city manager's designee determines that any person has failed to comply with this chapter, the city manager may suspend or revoke the certificate of inspection held by that person. Such a hearing shall be held not less than five (5) calendar days after notice of time, place and subject of the hearing has been received by the certificate holder at the holder's last known address or business address. The city's representative shall present evidence in support of the suspension or revocation, and the certificate holder shall be permitted to rebut such evidence and present any other evidence that is, in the discretion of the hearing officer, relevant and material. Based upon the evidence presented at the hearing, the hearing officer shall issue a written decision. The hearing officer's decision shall be final and binding. The suspension or revocation of any certificate of inspection shall not release or discharge the certificate holder from paying any fees due under this division, nor shall such certificate holder be released from prosecution for violating this division.

(b) The city manager may suspend, revoke, or refuse to renew the certificate of inspection held by any person who knowingly permits illegal drug-related activity or prostitution-related activity to occur on or within the premises subject to inspection under this division after having received written notice from the city or any other governmental entity that such illegal activity was occurring on or in the premises but having failed to take action to prevent such illegal activity from occurring on the premises after receipt of the notice of such activity. The term "illegal drug-related activity" shall mean any conduct which violates any provision of the Illinois Controlled Substances Act, as amended, the Illinois Cannabis Control Act, as amended, the Illinois Drug Paraphernalia Control Act, as amended, or any other local, state, or federal law prohibiting the manufacture, distribution, delivery, use, or possession of a controlled substance. The term "prostitution-related

activity"' shall mean any conduct which violates any provision of the prostitution-related portions of the Illinois Criminal Code, as amended, or any other local, state, or federal law prohibiting prostitution-related activity. Any hearing to suspend, revoke, or refusal to renew any certificate of inspection under this subsection shall be held in accordance with the provisions of subsection (a) of this section.

(c) The city manager may suspend, revoke, or refuse to renew the certificate of inspection held by any person who knowingly permits the premises subject to inspection under this division to be used in a manner that constitutes a public nuisance after having received written notice from the city or any other governmental entity that premises constitute a public nuisance but having failed to take action to terminate the public nuisance after receipt of notice of such condition. The term "public nuisance" shall mean any conduct of individuals or condition of property that injures or endangers the health, safety, and welfare of the surrounding community or that obstructs the reasonable use of property. The term "public nuisance" shall include that conduct or condition of property that has been defined by Illinois common law or by federal, state, or local law to constitute a public nuisance. Any hearing to suspend, revoke, or refusal to renew any certificate of inspection under this subsection shall be held in accordance with the provisions of subsection (a) of this section.
Any person whose certificate of inspection has been suspended or revoked or not renewed by the city manager after a hearing held under this subsection may appeal the city manager's decision to the city council or any standing or special committee designated by the city council by filing a written notice of appeal with the city manager within three (3) business days of the person's receipt of the city manager's decision. The city council or its designated hearing committee may review the city manager's decision and may affirm or reverse the decision or remand it to the city manager for further action or review.

(d) The city shall be authorized to recover any expenses incurred by the city in abating a public nuisance under the provisions of subsections (b) and (c) as provided in section 20-9 of the Code of Ordinances or as authorized by any other applicable law or ordinance. Any misconduct resulting in the suspension, revocation, or refusal to renew a certificate of inspection under subsection (b) shall be deemed a public nuisance for which expenses may be recovered by the city.
(Ord. No. 8215, § 1, 4-1-86; Ord. No. 9453, § 1, 12-18-90; Ord. No. 10381, §§ 1, 2, 3-1-94)

Sec. 8-161. Fees.

After August 31, 2012, the following fee schedule shall apply to each initial inspection required by this division:

NUMBER OF RENTAL UNITS	INSPECTION FEE
1 (subject to Section 8-152(g))	$50.00
2	$80.00
3-6	$80.00 plus $40.00 per each additional unit over 2
7-12	$160.00 plus $34.00 per each additional unit over 6
13-20	$244.00 plus $30.00 per each additional unit over 12
21 and over	$324.00 plus $26.00 per each additional unit over 20
Note: In cases where the above formula produces a total fee that is less than the total fee for a smaller facility, the fee for the smaller facility shall be applicable (e.g., in 2012 a 13 unit facility shall pay the total fee assessed a 12 unit facility)	

The following fee schedule shall apply to each re-inspection required by this division which is not a biennial inspection and which is necessitated by the existence of code violations noted during a biennial inspection:

INSPECTION TYPE	INSPECTION FEE
First Inspection	$45.00 per unit or common area
Second-Fourth Re-Inspections	$60.00 per unit or common area
Fifth and Subsequent Re-Inspections	$100.00 per unit or common area

The following supplemental fees are hereby established:

BASIS OF FEE	AMOUNT OF FEE
Emergency Re-Inspection Fee	$30.00 per unit
Late Payment Fee	$25.00 per month, on unpaid balances 30 or more days delinquent
Missed Appointment Fee	$75.00 per missed appointment

For the purposes of this section, an "emergency re-inspection" shall mean a re-inspection conducted to determine if code violations declared in writing by the inspector to constitute an imminent threat to life and safety have been abated. Emergency code violations shall include, but are not limited to, the following:

- Insufficient heat
- Overcrowding
- Excessive levels of carbon monoxide
- Inoperable or missing smoke or CO detectors
- Exposed electrical wiring
- Unsafe use of extension cords
- Use of kitchen equipment for space heating
- Indoor accumulation of human or animal waste or garbage
- Structural instability
- Unsafe heating equipment

For purposes of this section, the term "unit" shall mean either dwelling unit or rooming unit. A "unit" shall also include a dwelling unit or rooming unit used or occupied by the owner or the owner's representative.

Where a rental dwelling does not have a current certificate of inspection, then for purposes of calculating the fee therefore the first inspections of the structure shall be deemed the biennial inspection.

The fee established herein for the first re-inspection necessitated by the existence of any code violations noted during a biennial inspection shall be waived if all such violations have been abated by the time of the first re-inspection.

Sec. 8-162. Division not a limitation.
This division shall not be construed as a limitation upon any other provisions of this Code.
(Ord. No. 8245, § 1, 4-1-86)

Sec. 8-163. Required Notices and Disclosures to Tenants

(a) Availability of Certificate of Inspection

Upon the transfer of possession of a Covered Property to a tenant, or at the time a lease agreement is delivered to a tenant for execution, whichever is later, the owner shall notify the tenant in writing that the Certificate of Inspection for the subject dwelling unit is available for inspection by the tenant or that there is no current Certificate of Inspection for the dwelling unit being rented to the tenant. In addition, upon the request of an existing or prospective tenant, the owner or the owner's agent shall produce the current Certificate of Inspection for the subject dwelling unit.

(b) Notice of Lease Termination and Eviction for Criminal Misconduct Crime Free Addendum

Upon the transfer of possession of a Covered Property to a tenant, or at the time a lease agreement is delivered to a tenant for execution, whichever is later, the owner shall notify the tenant in writing of the following matters:

(1) That the City of Joliet prohibits the use of the rental property for illegal activities or in such a manner so as to constitute a public nuisance.
(2) That it is a public nuisance and a crime to use the rental property for the playing of loud music, the making of loud mechanical sounds or other noise that unreasonably disturbs other persons.
(3) That it is a public nuisance and a crime to use the rental property for drug-related criminal activity, prostitution, the illegal use of alcoholic beverages, the unlawful discharge of a firearm or other illegal activities.
(4) That it is a public nuisance and an ordinance violation for the tenant to allow garbage, animal waste, inoperable motor vehicles, junk or debris to accumulate on the rental property or to cause the rental property to be in an unsanitary condition.

(5) That the tenant is responsible for illegal and nuisance activities that occur within or upon the rental property whether these activities are conducted by the tenant, the tenant's family, a guest of the tenant or any other person allowed on the property by the tenant.

(6) That the owner has the right to terminate the tenant's lease and evict the tenant from the rental property if the tenant allows the property to be used for illegal activities or in such a manner so as to constitute a public nuisance or if the tenant allows the rental property to be used for drug-related criminal activity, prostitution, the illegal use of alcoholic beverages, the unlawful discharge of a firearm or other illegal activities.

The disclosures required in this sub-section may be given by inclusion within a written lease agreement or by separate written instrument. In the case of a separate instrument, the tenant shall sign a copy of the instrument evidencing receipt thereof. The owner shall provide the city with a copy of the signed instrument as part of the systematic inspection.

The City Manager is authorized to permit City personnel to testify in legal proceedings brought by an owner to terminate a lease on account of criminal misconduct or nuisance activity on the rental property.

SECTION 8: This ordinance is adopted pursuant to the home rule powers vested in the City of Joliet by the Illinois Constitution.

DIVISION 16. HEATING FACILITIES IN RENTAL RESIDENTIAL BUILDINGS

Sec. 8-165. Definitions.

As used in this division, the following words and terms shall have the meaning ascribed thereto:

Boardinghouse. A building arranged or used for lodging, with or without meals, for compensation and not occupied as a single-family unit.

Dormitory. A space in a building where group sleeping accommodations are provided for persons not members of the same family group, in one room, or in a series of closely associated rooms.

Dwelling unit. A single unit in a single-family dwelling or a multifamily dwelling providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Guest room. A room or group of rooms forming a habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Habitable space. Space in a structure for living, sleeping, eating, cooking, bathrooms, and toilet compartments.

Hotel. Any building containing six (6) or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied or which are occupied for sleeping purposes.

Let for occupancy or *let.* To permit possession or occupancy of a dwelling unit or a guest room in a boardinghouse, dormitory, or hotel by a person pursuant to a written or unwritten lease, agreement, or license.

Occupant. Any person living and/or sleeping in a dwelling unit or a guest room in a boardinghouse, dormitory, or hotel.

Owner. Any person, agent, operator, firm, corporation, or other legal entity having a legal or equitable interest in the property or otherwise having control of the property.
(Ord. No. 8367, § 1, 10-21-86)

Sec. 8-166. Required; exception.

(a) Every owner of any structure who rents, leases, or lets one (1) or more dwelling units or guest rooms in a boardinghouse, dormitory, or hotel on terms, either express or implied, [shall be required] to furnish heat to the occupants thereof [and] shall supply sufficient heat during the period from September 1 to May 15 of the following year to maintain a room temperature of not less than sixty-five (65) degrees Fahrenheit (18 degrees C.) in all habitable spaces during the hours between 6:30 a.m. and 10:30 p.m. of each day and maintain a temperature of not less than sixty (60) degrees Fahrenheit (16 degrees C.) during other hours.
(b) Notwithstanding the provisions of subsection (a), when the exterior temperature falls below zero (0) degrees Fahrenheit (-18 degrees C.) and the heating system is operating at its full capacity, a minimum room temperature of sixty (60) degrees Fahrenheit (16 degrees C.) shall be maintained at all times.
(Ord. No. 8367, § 1, 10-21-86; Ord. No. 11432, § 1, 4-2-97)

Sec. 8-167. Measurement of temperature.

The temperature level to be maintained under this division shall be measured at a point three (3) feet (914 mm) above the floor and three (3) feet (914 mm) from exterior walls.
(Ord. No. 8367, § 1, 10-21-86)

Sec. 8-168. Heating equipment.

(a) All heating equipment, components, and accessories in every heating device shall be maintained free from leaks and obstructions and shall be kept functioning properly so as to be free from fire, health, and accident hazards.

(b) All installations of and repairs to heating equipment shall be made in accordance with all applicable federal, state, and local laws and ordinances.

(c) All portable or temporary heating equipment may be used only when that equipment complies with all applicable federal, state, and local laws and ordinances and that equipment poses no fire, health, or accident hazard.

Sec. 8-169. Notice of violation.

When the code official determines that there has been a violation of this division or has reasonable grounds to believe that a violation has occurred, notice of the violation shall be given to the owner pursuant to the provisions of section 8-124 of the Code of Ordinances of the City of Joliet, as amended or may hereafter be amended, or any other applicable provision of the Code.
(Ord. No. 8367, § 1, 10-21-86)

Sec. 8-170. Penalty for violation.

(a) Any owner who violates any provision of this division shall be subject to the general penalty provision of the Code of Ordinances of the City of Joliet and to any remedy at law or in equity available to the City of Joliet in redressing the violation or in seeking compliance.

(b) Each day that a violation continues after due notice has been served in accordance with the provisions of this division shall be deemed a separate offense.
(Ord. No. 8367, § 1, 10-21-86)

Sec. 8-171. Other ordinances.

This division establishes minimum requirements for the provision of heating facilities in rental residential buildings and does not replace or modify requirements otherwise established by federal, state, or local law or ordinance which may be additional or more stringent for the construction, repair, alteration, or use of heating facilities or heating equipment.
(Ord. No. 8367, § 1, 10-21-86)
Secs. 8-172--8-174. Reserved.

Illinois Landlord-Tenant Law References

Prepared by Campbell DeLong Resources, Inc. for training sponsored
by the Illinois Regional Institute for Community Policing.

The following are suggested laws to begin your review of some of the statutes that impact landlord-tenant relations in Illinois. This list is not complete, but it should give the student of landlord-tenant issues a good, basic understanding of many of the issues at hand. While reviewing these statutes, the reader should be keep in mind that court decisions significantly influence the applied meaning of the written law.

720 *ILCS* 5/19-4. *Criminal trespass to residence.*

72O *ILCS* 5/19-5. *Criminal fortification of a residence or building.*

720 ILCS 5/12-5.1 *Criminal Housing Management.*

From the Housing Authorities Act:

310 ILCS 10/25. Rentals and Tenant Selection. In particular, *see subsection* F, which appears to allow a Housing Authority in the State of Illinois to terminate a lease on a 3-day notice where a tenant (or other person on premises with consent of tenant) creates, or maintains a threat constituting, a serious and clear danger to the health or safety of other tenants or Authority employees. This includes but is not limited to assault or threatening assault, illegal use of a firearm or other weapon or threatening to do either, or possession of a controlled substance without having obtained it pursuant to a valid prescription.

735 ILCS 5/9 - *101 to* 217. *Forcible Entry and Detainer:* These laws substantially define the process for eviction in the state. Note that these statutes apply to virtually all landlord-tenant situations (including farms and commercial property), so there are a number of sections that are not applicable to residential landlord-tenant issues. While all of Article IX is worth review, in particular note:

5/9-101. Forcible Entry Prohibited

5/9-102. When Action can be maintained. Subsections 2 *and* 4 are what connect the landlord's termination notices to the eviction process.

5/9-120. Lease premises used in furtherance of a criminal offense: lease void at option of lessor or assignee. This is the new 5-day notice for any act that would constitute a Felony or a Class A Misdemeanor. Effective January 1, 1998.

735 ILCS continued ...

5/9-207. Notice to terminate tenancy for less than a year. Discussion of the 30-day no-cause notice.

5/9-209. Demand for rent - Action for Possession. This is the 5-day "pay or quit" notice.

5/9-210. Notice to quit. The IO-day notice for other lease violations.

5/9-211. Service of demand of notice. Explains how to serve notice.

740 ILCS 40/11. Lease - Void at option of lessor or assignee - Forcible entry and detainer action or other relief - Presumption. The 5-day notice for drug activity, but see 735 *ILCS 5/9-120* as well.

765 ILCS 705/5 Class X *felony* by *lessee or occupant.* 5-day notice for commission of acts on the premises for probable cause finding or indictment for a Class X felony, but see 735 *ILCS 5/9-120* as well which is much more encompassing than this law.

775 ILCS 5/3 *Human Rights Act, Article* 3. *Real Estate Transactions.* Contains the State's version.of Federal Fair Housing requirements. Names· protected classes, identifies various situations that are exempt.

765 ILCS 705/1. Lessor's Liability Act. Essentially this renders lease clauses invalid that attempt to make a landlord exempt from liability for damages for injuries resulting from the landlord's negligence.

765 ILCS 710. Security Deposit Return Act

765 ILCS 715. *Security Deposit Interest Act*

765 ILCS 720. Retaliatory Eviction Act

765 ILCS 730. Rent Concession Act

765 ILCS 735. *Rental Property Utility Service Act*

765 ILCS 740. Tenant Utility Payment Disclosure Act

765 ILCS 745. *Mobile Home Landlord and Tenant Rights Act.* This set of laws sets more specific requirements for the relationship between a mobile home park owner and the residents than are found in standard residential rental housing. In addition to defining various rights, responsibilities, lease requirements and other issues, it also defines a different type of lease enforcement notice - 5 day pay or quit for rent (essentially the same as standard rentals) and 24 hour cure or quit for other lease violations (see765 ILCS *745/22).*

SAMPLE LETTER - CRIME

Ms. Judy Landlord
123 E. Main Street
Joliet, Illinois 60435

To Ms. Landlord:

The Joliet Police Department has information that your property located at **1200 Park Road Joliet, IL. 60435,** is being used for on-going illegal activity. We are giving you notice of the illegal activity and advising you of the legal consequences you face by allowing the illegal activity to continue.

Permitting the continued use of your property for illegal activity is a violation of any of the following laws: Illinois State Statutes 720 ILCS 570/406.1, 720 ILCS 5/37, Sections 8-160 of the Code of Ordinances of the City of Joliet, and any other applicable State laws or City ordinances. A violation of these laws may result in you being charged with a Class 4 felony, or Class A misdemeanor and your property being vacated seized and forfeited.

You are hereby given notice that your property is in violation. If you do not take immediate action to abate the illegal activity, the Attorney General, States Attorney and the City of Joliet will enforce the provisions of the laws cited and you will be subject to arrest.

You are hereby directed to contact one of the Neighborhood Oriented Policing supervisors to review the illegal activity and to assist you with the problem. Please contact **YOUR DEPARTMENT CONTACT PERSON at (815) 724-3230.**

Sincerely,

Chief of Police

cc: City Manager
Legal Department
Neighborhood Services

SAMPLE LETTER – NUISANCE

Mr. Joseph Landlord
123 E. Main Street
Joliet, Illinois 60435

Dear Mr. Landlord:

The Joliet Police Department has information that your property located at **1200 Park Road Joliet, IL. 60435,** is being used in such a manner as to create a public nuisance. We are giving you notice regarding this problem and advising you of the legal consequences you face by allowing this problem to continue.

Allowing a public nuisance to continue at or on your property is a violation of the following Code of Ordinances of the City of Joliet, Sections 8-160, and any other applicable State Laws or City Ordinances. A violation of these ordinances may result in the revocation or suspension of your Certificate of Inspection by the City of Joliet and your property being vacated

If you do not take immediate action to abate the nuisance, the City of Joliet will enforce the provisions of the ordinances cited. You are hereby directed to contact one of the Neighborhood Oriented Policing supervisors to review and assist you with this problem. Please contact **YOUR DEPARTMENT CONTACT PERSON at (815) 724-3230.**

Sincerely,

Chief of Police

cc: City Manager
Legal Department
Neighborhood Services

SAMPLE LETTER – CHRONIC NUISANCE FIRST LETTER

John Smith
123 E. Main Street
Joliet, Illinois 60435

Re: Notice of Chronic Nuisance

Dear Mr. Smith:

The City of Joliet Police Department is hereby putting you on notice that as of *(insert date)* the Chief of Police has information that the property located at *(insert property address)* may become a Chronic Nuisance Property. Nuisance activities involving *(insert a description of the nuisance activities)* have occurred at your property.

The Chief of Police is requesting that you meet with the Police Department to discuss a course of action to abate the nuisance activities. Please contact *(insert name and telephone number)* within 10 days of receipt of this letter to arrange a meeting with the Police Department.

If you fail to abate the nuisance activities occurring at you property, you may be subject to a fine or court proceedings prohibiting the use or occupancy of the property.

Sincerely,

Chief of Police

cc: legal
city manager

SAMPLE LETTER – CHRONIC NUISANCE SECOND LETTER

John Smith
123 Red Street
Joliet, Illinois 60435

Re: Notice of Chronic Nuisance

Dear Mr. Smith:

The City of Joliet Police Department is hereby putting you on notice that the Chief of Police has determined that the property located at *(insert property address)* has become a Chronic Nuisance Property. Nuisance activities involving but not limited to *(insert a description of the nuisance activities)* have occurred at your property.

The Chief of Police is demanding that you meet with the Police Department to propose a course of action to abate the nuisance activities. You must contact *(insert name and telephone number)* within 10 days of receipt of this letter to arrange a meeting with the Police Department.

Failure to contact the Police Department within ten days will subject you to court proceedings for maintaining a Chronic Public Nuisance subjecting you to fines, prohibit the use or occupancy of the property, and any other lawful remedies.

Sincerely,

Chief of Police

cc: legal
city manager

Types of calls for police service used in determining whether a property is in violation of the City of Joliet Nuisance Ordinance.

Incident Categories

Drug/Weapon	*Nuisance	Domestic	Service
Possession of a Controlled Substance	Juvenile Nuisance	Domestic Trouble	Suspicious Auto
Possession of Cannabis	Nuisance	Domestic Battery	Suspicious Person
Possession of Drug Paraphernalia	Disturbance	Citizen Request Standby	Suspicious Incident
Unlawful Use of a Weapon	Alarm	Child Custody Dispute	Follow-up Patrol
Aggravated Battery: Weapon	Loitering, Drugs/Prostitution	Runaway Juvenile	Information for Police
Aggravated Assault Weapon	Trespass	Missing Juvenile	Attempt to Locate
Delivery of a Controlled Substance	Neighborhood Trouble	Violation of Order of Protection	Special Patrol
Delivery of a Look A like Substance	Mental Subject		Check Well Being
Reckless Discharge of a Firearm	Abandoned Vehicles		Motorist Assist
	Parking Complaint		
	Simple Battery		
	Simple Assault		
	Loud Noise		
	Loud Music		
	Dog Barking		
	Unwanted Subject		
	Playing Dice Game		
	Escape		
	Liquor Control		
	Resisting/Obstructing/Disarming		
	Customer/Manager Dispute		
	Repossessions		
	Other Animal Complaints		
	Landlord/Tenant Trouble		
	Warrant		
	Intoxicated Subject		
	False Police Report		
	Other Disorderly Conduct		
	Other Ordinance Violations		
	Other Criminal Offenses		
	Other Public Complaints		
.	Public Indecency		
	Conceal/Aid Fugitive		

Any calls that are preventable or that have a negative impact on the peace and quality of life in the surrounding neighborhood are considered nuisance calls. For the purposes of this section, a call for police service to prevent or investigate domestic violence or domestic sexual abuse shall not constitute a police call for which a temporary placement in the rental inspection program may be made.

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

LANDORD'S FIVE DAY NOTICE

To: _____
_____
_____

YOU ARE HEREBY NOTIFIED that the Police Department of the City of Joliet has notified the undersigned Landlord of illegal activities within the premises situated in the City of Joliet and the County of Will, State of Illinois and described as follows, to wit:

The property at, _____, City of Joliet, Illinois together with all buildings, sheds, closets, out-buildings, garages and other structures used in connection with said premises.

YOU ARE FURTHER NOTIFIED that you must stop the illegal activities immediately and vacate the premises. You no longer have a right to the possession of said property. Your lease has been terminated. UNLESS POSSESSION THEREOF IS TENDERED ON OR BEFORE THE EXPIRATION OF FIVE DAYS AFTER THE SERVICE OF THIS NOTICE, THE LANDLORD SHALL FILE SUIT FOR FORCIBLE DETAINER TO REGAIN POSSESSION. BE ADVISED THAT, PURSUANT TO YOUR LEASE, YOU SHALL BE RESPONSIBLE FOR PAYMENT OF ALL COSTS AND ATTORNEYS FEES RELATED TO SAID ACTION.

_____ are authorized to receive the keys to the property.

Dated this ___day of ____, 20__.

LANDLORD

_____
(insert Landlord's name)

AFFIDAVIT OF SERVICE

The undersigned, _____ being duly sworn, on oath, deposes and says that on the __ day of _____ , 20___, he/she served the within Notice on the tenant(s) named therein by delivering/posting a copy thereof to _____.

_____
(insert name of individual serving the notice)

Subscribed and sworn to before me this __day of ____, 20_.

_____
Notary Public

Prepared by: (insert name and address of individual preparing this notice)

FIVE (5) DAY NOTICE TO PAY RENT OR QUIT

Date: _____.

TO: _____
Tenant
_____
Address
_____

Notice to you and all others in possession of the below premises, that you are hereby notified to vacate, quit and deliver up the premises you hold as our tenant, namely: _____.
_____.

You are to deliver up said premises on or within five (5) days of receipt of this notice, pursuant to applicable state law.

This notice is provided due to non-payment of rent. The rents owed is presently in the amount $ _____, according to the below account.

You may reinstate your tenancy by full payment of said amount within five (5) days as provided under the terms of your tenancy or by applicable state law. In the event you fail to bring your rent payments current or vacate the premises, we shall immediately take legal action to evict you and to recover rents and damages for the unlawful detention of said premises together with such future rents as may be due us for breach of your tenancy agreement.

By
_____.
Owner
_____.
Agent
_____.
Address
_____.
Tel. No.

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to pay rent or quit tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on_____/_____/20_____, at_____ am/pm

☐ I personally hand delivered a copy of this notice to the tenant or leaving same with some person of the age of 13 years & upward, residing on or in possession of the premises.

☐ I sent a true copy of this notice certified or registered mail to the tenant with a returned receipt from the addressee.

☐ I posted a true copy of this notice at all entrances to said premises.

By _____

TEN (10) DAY NOTICE TO TERMINATE TENANCY

Date: _____

TO:_____.
Tenant
_____.
Address
_____.

Notice to you and each of you are hereby notified that the tenancy of the premises occupied by you as tenant of the undersigned landlord, namely: _____ described Breach of Contract as follows, to wit: _____
_____
_____
_____
_____
_____
_____
_____
In the county of Will, State of Illinois, is hereby terminated within ten (10) days of receipt of this notice, pursuant to applicable state law. You will be required by these presents to surrender the possession of said premises to said landlord or his agent named below. Upon your failure to do so, proceedings will be commenced to dispossess you and to gain possession of said premises together with such costs as to may Be allowed by law.

By _____
Landlord
_____
Agent
_____
Address
_____
City, State, Zip

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to terminate tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on _____ *I* _____*/20*____, at _____ am/pm.

- ☐ I personally hand delivered a copy of this notice to the tenant, or leaving same with some person of the age 13 years and upwards residing on or in possession of the premises.
- ☐ I sent certified or registered mail a true copy of this notice to the tenant with a returned receipt from the addressee.
- ☐ I posted a copy of this notice at all entrances to said premises.

By _____.

THIRTY (30) DAY NOTICE TO TERMINATE TENANCY

Date: _____

TO: _____
Tenant
_____
Address
_____

Notice to you and each of you are hereby notified that the tenancy of the premises occupied by you as tenant of the undersigned landlord, namely: _____. ~ described Breach of Contract as follows, to wit: _____
_____
_____
_____
_____
_____
_____
_____
in the County of Will, State of Illinois, is hereby terminated within thirty (30) days of receipt of this notice, pursuant to applicable state law. You will be required by these presents to surrender the possession of said premises to said landlord or his agent named below. Upon your failure to do so, proceedings will be commenced to dispossess you and to gain possession of said premises together with such costs as may be allowed by law.

_____
Landlord
By _____
Agent
_____
Address
_____
City, State, Zip

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to terminate tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on _____ / _____/20____, at _____ am/pm.

- ☐ I personally hand delivered a copy of this notice to the tenant, or leaving same with some person of the age 13 years and upwards residing on or in possession of the premises.
- ☐ I sent certified or registered mail a true copy of this notice to the tenant with a returned receipt from the addressee.
- ☐ I posted a copy of this notice at all entrances to said premises.

By _____.

THIRTY (30) DAY NOTICE TO TERMINATE TENANCY

Date: _____.

TO: _____
Tenant
_____
Address
_____

Notice to you and each of you are hereby notified that the tenancy of the premises occupied by you as tenant of the undersigned landlord, namely: _____, in the County of Will, State of Illinois, is hereby terminated within thirty (30) days of receipt of this notice, under terms of your tenancy and pursuant to applicable state law. You will be required by these presents to surrender the possession of said premises to said landlord or his agent named below. Upon your failure to do so, proceedings will be commenced to dispossess you and to gain possession of said premises together with such costs as may be allowed by law.

_____
Landlord
By _____
Agent
_____
Address
_____
City. State. Zip

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to terminate tenancy, of which-this is a true copy, on the above-named tenant in the manner indicated below on_____ / _____/20____, _____at am/pm.

- ☐ I personally hand delivered a copy of this notice to the tenant, or leaving same with some person of the age 13 years and upwards residing on or in possession of the premises
- ☐ I sent certified or registered mail a true copy of this notice to the tenant with a returned receipt from the addressee.
- ☐ I posted a copy of this notice at all entrances to said premises.

By _____

WARNING NOTICE OF LEASE VIOLATIONS

Date: _____.

TO: _____
Tenant

_____
Address

_____

Notice to you and each of you are hereby notified that the tenancy of the premises occupied by you as tenant of the undersigned landlord, described Breach of Contract as follows, to wit: _____
_____
_____
_____
_____
_____
_____,

in the County of Will, State of Illinois, you are hereby warned to cease the above violations of the lease contract. Any future violations will result in the termination of said lease and you will be required to surrender the possession of said premises to said landlord or his agent named below. Upon your failure to do so, proceedings will be commenced to dispossess you and to gain possession of said premises together with such costs as may be allowed by law.

Dated at Will County, State of Illinois, this _____, day of _____, 20 ____.

_____
Landlord

By: _____
Agent

_____
Address

_____
City, State, Zip

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the within notice to terminate tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on _____/ _____/20 ____, at _____ am/pm.

- ☐ I personally hand delivered a copy of this notice to the tenant, or leaving same with some person of the age 13 years and upwards residing on or in possession of the premises.
- ☐ I sent certified or registered mail a true copy of this notice to the tenant with a returned receipt from the addressee.
- ☐ I posted a copy of this notice at all entrances to said premises.

MONTHLY RENTAL AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20 ____, by and between _____, hereinafter referred to as Lessee and _____, hereinafter referred to as Lessor.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: _____
_____
located at:_____
for a tenancy from month-to-month commencing on the _____ day of _____,20_____, and at a monthly rental of _____
Dollars ($_____) per month, payable monthly in advance on the _____ day of each and every month, on the following TERMS AND CONDITIONS:

1. **Occupants**. The said premises shall be occupied by no more than ___ adults and ___ children. Any non-resident adult(s) on the premises for a period of 14 days or more must be listed on the rental agreement, and/or an appendix to the rental agreement; and must have the prior written consent of the Lessor.

2. **Pets**. No pets shall be brought on the premises without prior written consent of the Lessor.

3. **Ordinances and Statutes**. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises.

4. **Repairs and Alterations**. All requests by Lessee for service or repairs, except in the case of an emergency, are to be in the form of writing. Lessee shall be responsible for damages caused by his negligence and that of his family or guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of the Lessor shall become the property of the Lessor and shall remain upon and be surrendered with the premises. As of occupancy, Lessor warrants that all plumbing drainage is in good working condition. Lessee thereafter agrees to pay for removing all stoppages caused for any other reason except for roots, defective plumbing, backup from the main lines or undefined causes as determined by the plumber who clears the line.

5. **Upkeep of Premises**. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon termination of the tenancy shall surrender the premises to the Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

6. **Assignment and Subletting**. Lessee shall not assign this agreement or sublet any portion of the premises without prior written consent of Lessor.

7. **Utilities**. Lessee shall be responsible for the payment of all utilities and services, except _____ _____which shall be paid by Lessor.

8. **Default**. If Lessee shall fail to pay rent when due, or to perform any term hereof, after not less than (5) days written notice of such default, Lessor, at his option, may terminate all rights of the Lessee hereunder, unless Lessee, within said time shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of same in any manner allowed by law. A late payment fee of $ ____ per day will be charged for each day the rent is delinquent.

9. **Security Deposit.** The security deposit in the amount of $_____, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee by mail within 30 days. Lessee shall not have the right to apply the security deposit in payment of last month's rent.

10. **Right of Entry**. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day. Lessor shall be the person in charge of all common areas.

11. **Insurance**. The Lessor shall obtain fire insurance to cover the premises. Lessee is aware that Lessor's insurance does not cover Lessee's personal property, and is encouraged to secure an insurance policy. In the event of fire or casualty damage caused by Lessee, Lessee shall be responsible for payment of rent and for repairs to correct the damage.

12. **Yard maintenance**. Lessor shall be responsible for maintaining all common areas. Lessee shall be responsible for maintaining _____. With regards to areas Lessee is to maintain, they shall be kept clear of rubbish and weeds. Lawns, shrubs and surrounding grounds shall be kept in reasonably good condition. In the event lessee does not maintain premises in reasonably good condition, lessor at his option may provide gardening service at $ _____ per month to be paid for by lessee.

13. **Deposit Refunds**. The balance of all deposits shall be refunded within 30 days along with a written accounting of the disposition of said deposit after Lessee completely vacates the premises provided:

    (a) No damage, other than normal wear and tear, has been done to the premises, the furniture or other personal property.

    (b) Premises are left clean. Lessor may deduct a portion of deposit to pay for certain cleaning if premises is not left clean.

    (c) All utilities that are the Lessee's responsibility have been paid for in full, and utilities have been properly notified of the Lessees' departure.

    (d) All keys have been returned to Lessor.

    (e) All other conditions and terms of this agreement have been satisfactorily fulfilled.

The Lessor may use all or portion of this security deposit as may be reasonably necessary to:

(a) remedy Lessees' default in payment of rent;
(b) clean premises if left uncleaned by Lessee; and
(c) repair damages caused by tenants to premises.

If any portion of the security deposit is used during the term of the tenancy to cure a default in rent or to repair damages, Lessee agrees to reinstate security deposit to its full amount within 30 days of written notice delivered to Lessee by Lessor in person or by mail.

14. **Termination.** This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

15. **Attorney's Fees**. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not limited to, reasonable attorney's fees.

16. **Hazardous Materials**. Lessee agrees not to keep or to use on the premises any materials which an insurance company may deem hazardous or to conduct any activity which increases the rate of insurance for the Lessor.

17. **Lessee and Visitor conduct**. The Lessee shall be responsible for the conduct of their non-resident visitors which shall be subject to the following conditions:

    (a) All adult visitors shall have a picture identification on their person at all times;
    (b) All visitors shall be in the company of the Lessee at all times while on the premises;
    (c) The Lessee shall not and any visitor will be directed to leave and barred from returning to the premises upon, or within, which the Lessee or visitor has:
        I. Make or allow any disturbing noises or odors to neighbors or any Lessee.
        2. Engaged in fighting, or violent or threatening behavior.
        3. Substantially interfered with any right, comfort or convenience of any Lessee.
        4. Engaged in any activity which is detrimental to the safety, health or well being of any tenant or may constitute a criminal offense.
        5. Littered upon the premises.
        6. Driven in a careless or reckless manner.
        7. Engaged in gang activity, including but not limited to: wearing clothing, jewelry or tattoos unique to gang affiliation; grouping to show gang affiliation or to intimidate rival gangs or tenants; or claiming gang membership.

18. **General Security**. The Lessee will keep doors, including common area doors, secured and locked at all times. Lessee will report to Lessor all damages to premises and/or crime related activity.

19. **Inspection.** Prior to taking occupancy, Lessee agrees to inspect the premises and any personal property therein and to execute an inspection form which shall become part of this agreement.

20. **Rules and Regulations**. Lessee shall comply with all covenants, conditions and restrictions that apply to the premises, Lessee shall read and execute a Rules and Regulations form which shall become part of this agreement.

21. **Negligence**. Lessee agrees to hold the Lessor harmless from claims of loss or damage to property and injury or death to persons caused by negligence or intentional acts of the Lessee or their invitees.

22. **Automobiles**. Only those automobiles listed on the tenants rental application will be allowed and no unlicensed or abandoned automobiles are permitted on premises. All other vehicles will be towed at owner's expense and Lessor shall not be responsible for damage or fees. No additional automobiles are allowed without prior written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate and hereby acknowledge receipt of a copy consisting of (3) three pages the day and year first above written. Each provision herein containing words used in the singular shall include the plural where context requires. If any item in this agreement is found to be contrary to federal, state or local law, it shall be considered null and void and shall not affect the validity of any other item in the agreement.

Signed in the presence of:

_____	_____
Witness	Lessee
_____	_____
Witness	Lessor or Property Manager

YEARLY RENTAL AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 20____, by and between _____, hereinafter referred to as Lessee and _____, hereinafter referred to as Lessor.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: _____
_____
Located at: _____
for a tenancy for one year commencing on the ____ day of _____ 20____, and at a monthly rental of _____
Dollars ($_____) per month, payable monthly in advance on the _____day of each and every month, on the following TERMS AND CONDITIONS:

1. **Occupants**. The said premises shall be occupied by no more than ____ adults and ____ children. Any non-resident adult(s) on the premises for a period of 14 days or more must be listed on the rental agreement, and/or an appendix to the rental agreement; and must have the prior written consent of the Lessor.

2. **Pets**. No pets shall be brought on the premises without prior written consent of the Lessor.

3. **Ordinances and Statutes**. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises.

4. **Repairs and Alterations**. All requests by Lessee for service or repairs, except in the case of an emergency, are to be in the form of writing. Lessee shall be responsible for damages caused by his negligence and that of his family or guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of the Lessor shall become the property of the Lessor and shall remain upon and be surrendered with the premises. As of occupancy, Lessor warrants that all plumbing drainage is in good working condition. Lessee thereafter agrees to pay for removing all stoppages caused for any other reason except for roots, defective plumbing, backup from the main lines or undefined causes as determined by the plumber who clears the line.

5. **Upkeep of Premises**. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon termination of the tenancy shall surrender the premises to the Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

6. **Assignment and Subletting**. Lessee shall not assign this agreement or sublet any portion of the premises without prior written consent of Lessor.

7. **Utilities.** Lessee shall be responsible for the payment of all utilities and services, except _____ ___ _____ which shall be paid by Lessor.

8. **Default.** If Lessee shall fail to pay rent when due, or to perform any term hereof, after not less than (5) days written notice of such default, Lessor, at his option, may terminate all rights of the Lessee hereunder, unless Lessee, within said time shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of same in any manner allowed by law. A late payment fee of $ _____ per day will be charged for each day the rent is delinquent.

9. **Security Deposit**. The security deposit in the amount of $_____, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee by mail within 30 days. Lessee shall not have the right to apply the security deposit in payment of last month's rent.

10. **Right of Entry**. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day. Lessor shall be the person in charge of all common areas.

11. **Insurance**. The Lessor shall obtain fire insurance to cover the premises. Lessee is aware that Lessor's insurance does not cover Lessee's personal property, and is encouraged to secure an insurance policy. In the event of fire or casualty damage caused by Lessee, Lessee shall be responsible for payment of rent and for repairs to correct the damage.

12. **Yard maintenance**. Lessor shall be responsible for maintaining all common areas. Lessee shall be responsible for maintaining _____. With regards to areas Lessee is to maintain, they shall be kept clear of rubbish and weeds. Lawns, shrubs and surrounding grounds shall be kept in reasonably good condition. In the event lessee does not maintain premises in reasonably good condition, lessor at his option may provide gardening service at $_____ per month to be paid for by lessee.

13. **Deposit Refunds**. The balance of all deposits shall be refunded within 30 days along with a written accounting of the disposition of said deposit after Lessee completely vacates the premises provided:

    (a) No damage, other than normal wear and tear, has been done to the premises, the furniture or other personal property.
    (b) Premises are left clean. Lessor may deduct a portion of deposit to pay for certain cleaning if, premises is not left clean.
    (c) All utilities that are the Lessee's responsibility have been paid for in full, and utilities have been properly notified of the Lessees' departure.
    (d) All keys have been returned to Lessor.
    (e) All other conditions and terms of this agreement have been satisfactorily fulfilled.

The Lessor may use all or portion of this security deposit as may be reasonably necessary to:

(a) remedy Lessees default in payment of rent;
(b) clean premises if left uncleaned by Lessee; and
(c) repair damages caused by tenants to premises.

If any portion of the security deposit is used during the term of the tenancy to cure a default in rent or to repair damages, Lessee agrees to reinstate security deposit to its full amount within 30 days of written notice delivered to Lessee by Lessor in person or by mail.

14. **Termination.** This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

15. **Attorney's Fees**. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not limited to, reasonable attorney's fees.

16**. Hazardous Materials**. Lessee agrees not to keep or to use on the premises any materials which an insurance company may deem hazardous or to conduct any activity which increases the rate of insurance for the Lessor.

17**. Lessee and Visitor conduct**. The Lessee shall be responsible for the conduct of their non-resident visitors which shall be subject to the following conditions:

(a) All adult visitors shall have a picture identification on their person at all times;
(b) All visitors shall be in the company of the Lessee at all times while on the premises;
(c) The Lessee shall not and any visitor will be directed to leave and barred from returning to the premises upon, or within, which the Lessee or visitor has:

1. Make or allow any disturbing noises or odors to neighbors or any Lessee.
2. Engaged in fighting, or violent or threatening behavior.
3. Substantially interfered with any right, comfort or convenience of any Lessee.
4. Engaged in any activity which is detrimental to the safety, health or well being of any tenant or may constitute a criminal offense.
5. Littered upon the premises.
6. Driven in a careless or reckless manner.
7. Engaged in gang activity, including but not limited to: wearing clothing; jewelry or tattoos unique to gang affiliation; grouping to show gang affiliation or to intimidate rival gangs or tenants; or claiming gang membership.

18. **General Security**. The Lessee will keep doors, including common area doors, secured and locked at all times. Lessee will report to Lessor all damages to premises and/or crime related activity.

19**. Inspection**. Prior to taking occupancy, Lessee agrees to inspect the premises and any personal property therein and to execute an inspection form which shall become part of this agreement.

20. **Rules and Regulations**. Lessee shall comply with all covenants, conditions and restrictions that apply to the premises. Lessee shall read and execute a Rules and Regulations form which shall become part of this agreement.

21. **Negligence**. Lessee agrees to hold the Lessor harmless from claims of loss or damage to property and injury or death to persons caused by negligence or intentional acts of the Lessee or their invitees.

22**. Automobiles**. Only those automobiles listed on the tenants rental application will be allowed and no unlicensed or abandoned automobiles are permitted on premises. All other vehicles will be towed at owner's expense and Lessor shall not be responsible for damage or fees. No additional automobiles are allowed without prior written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate and hereby acknowledge receipt of a copy consisting of (3) three pages the day and year first above written. Each provision herein containing words used in the singular shall include the plural where context requires. If any item in this agreement is found to be contrary to federal, state or local law, it shall be considered null and void and shall not affect the validity of any other item in the agreement.

Signed in the presence of:

_____	_____
Witness	Lessee
_____	_____
Witness	Lessor or Property Manager

RENTAL APPLICATION	ONE APPLICATION FOR EACH ADULT APPLICANT (18 YEARS OF AGE OR OLDER)
Date: _____	All information on the front and back of this application must be completed. You will be denied rental if you misrepresent any information on this application: If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.

PERSONAL INFORMAITON

Applicant's Full Name	Date of Birth
Social Security Number	Driver's License Number
Telephone	Alias Name(s)

OTHER OCCUPANTS

Name(s)	Relationship	Date of Birth

RESIDENT'S HISTORY

Current Address	How Long?
Reason for Leasing?	Rent$
Current Landlord/Manager	Telephone
Previous Address	How Long?
Reason for leaving?	How Long?
Previous Landlord/Manager	

EMPLOYMENT INFORMATION

Employer	Starting Date
Address	
Position Held	Monthly Income
Supervisor	Telephone
Previous Employer	Starting Date
Address	
Position Held	Monthly Income
Supervisor	Telephone

CREDIT REFERENCES

Monthly Gross Income	Other income	Type
Bank		Checking Account Number
Bank		Savings Account Number

Credit References (auto loans, personal loans, credit cards)

Type	Account Number	Monthly Program

PERSONAL REFERENCES

Name	Relationship	Telephone
Name	Relationship	Telephone

OTHER INFORMATION

Number of Automobiles

Make	Model	Plate Number

Do you have any pets? ☐ YES ☐ NO	Have you ever been arrested or convicted of a crime? ☐ YES ☐ NO
Have you ever been evicted?	Have you ever filed for bankruptcy?
In case of emergency, notify:	Relationship
Address	Telephone

I hereby apply for rental of premises described as _____
My rental of said premises is to be limited to use and occupancy by family size and' description above without any right on my part to sublet all or any of said premises.

I enclose herewith $_____ which will be forfeited as provided by law, if you accept this applicant, and I do not take the _____.
Said deposit to be returned to me if this application is not accepted. Said deposit to apply on the first month's rent if consummated. I hereby certify that all statements made above are correct. I further authorize you to verify a/l information above, including a credit check.

Signature of Applicant Dote

AUTHORIZED NON-RESIDENT VISITORS		
Name(s)	Date of Birth	Relationship

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate and hereby acknowledge receipt of a copy consisting of _____ pages the day and year first above written. Each provision herein containing words used in the singular shall include the plural where context requires. If any item in this agreement is found to be contrary to federal, state, or local law, it shall be considered null and void and shall not affect the validity of any other item in the Agreement.

Signed in the presence of:

Witness Lessee

Witness Lessee

AUTHORIZATION TO PROVIDE RECORD OF ARRESTS AND CONVICTIONS TO THIRD PARTIES FOR THE PURPOSE OF LANDLORD TENANT SCREENING ONLY

Section 1 – For Perspective Tenants Age 18 and older

By completing this authorization form, you are giving the City of Joliet Police Department your permission to provide information relating to your arrest and conviction record (if any) to the person listed in Section 2. You must complete a separate form for each person who will be residing at the rental property.

PRINT ALL INFORMATION CLEARLY AND LEGIBLY

Name: _____

Alias Name/Maiden Name: _____

Male _____ Female _____

Black _____ Hispanic _____ White _____ Other _____

Birth Date _____/_____/_____ Social Security _____-_____-_____

Driver's License _____ State _____

By my signature below, I herby state that the information provided is accurate and correct. I hereby voluntarily request that the City of Joliet Police Department provide the person listed in Section 2 with information relating to my arrest and conviction record(s) (if any). I understand that this information is being sent to the person in Section 2 and that a copy will be sent to me also upon my request. If the information appearing in the report is inaccurate or incomplete, I understand that I must notify the Joliet Police Department of the error(s) within seven (7) days of the date I received the report. If the Joliet Police Department reveals errors in the report, a revised report will be provided to the person identified in Section 2 at no cost.

_____

Perspective Tenants Signature Date

_____

Mailing Address (Print Clearly)

_____

City, State, Zip Code

Section 2 – For Landlords:

This form must be filled out completely. Include a $3.00 fee **for each form submitted**. If payment is by check, make checks payable to the **City of Joliet**. For purposes of this authorization form, a family can mean traditional family or any combination of adult (age 18 and older) and/or children living together as a unit. Each person age 18 or older needs to have a completed/signed form submitted.

All forms, fees and self-addressed, stamped, legal sized envelope must be submitted in a sealed envelope. You may mail your envelope to drop off at:

Joliet Police Department
ATTN: NOPT TENANT SCREENING
150 W. Washington St.
Joliet, Illinois 60432-4139

If you do not follow these instructions, this form will be returned to you unprocessed.

INFORMATION ABOUT LANDLORDS: - (Print ALL information clearly and legibly)

Name: _____

Mailing address: _____

City/State/Zip: _____

Telephone _____

(List a phone number where you can be reached between 8:00 am and 4:00 pm and we will call to let you know when the form is ready to be picked up unless you chose to have the form sent back to you via the mail. We will **NOT** give this information out over the phone.)

Landlord's signature _____

Rental property address _____

The City of Joliet makes no guarantee as to the accuracy of this information, which reflects only those incidents occurring within this jurisdiction, and persons receiving this information should assume it to be outdated after thirty (30) days.

Additionally, portions of this information may be subject to State and Federal privacy laws. Under penalty of law, this information may be used only by the receiver and may not be distributed to other third parties; nor may this information be used to violate any provisions of the Fair Housing Act.

JOLIET

POLICE DEPARTMENT
AGENCY AGREEMENT

This agreement, made and executed this _____ day of _____, 20_____ by _____ of_____, the principal, and by _____, as agent of the City of Joliet, Illinois, a Municipal Corporation, provides as follows:

SECTION* 1- *Purpose* of *Agreement

The parties hereto recognize that in certain situations it may be beneficial to the public health, safety, and welfare for police officers to control activities on private property located within the corporate limits of the City of Joliet being carried out by persons who are not authorized to be upon the premises. While police officers are generally prohibited from entering on to private property without a warrant, the parties hereto recognize that it maybe beneficial both to the public and to the principal to allow police officers entry upon private property by the consent of the owner of such property.

SECTION* 2 - *Power and Authority

a. I, _____, as Principal, do hereby represent that I am the owner or manager in and to that real estate commonly known as _____Joliet, Illinois and I hereby authorize and grant to the City of Joliet, as my agent, the power to enter upon any (Area_____, Sector _____) and all common elements and common areas at _____ Joliet, Illinois specifically including but not limited to common hallways, stairwells, staircases, open grounds, garages, and any and all areas not exclusively leased to and occupied by tenants having leasehold possessory rights assigned to them to the exclusion of any and all other persons. I grant to the City of Joliet full power and authority to go upon such common areas and to speak with any and all persons upon such common areas and to remove from such common areas any and all non-residents who may be upon the premises without consent or authority or Who may be engaged in improper or illegal activities. I grant to the City of Joliet full power and authority to remove from the premises non-residents about whom they have a reasonable suspicion of engaging in criminal activity or a reasonable suspicion about which they believe may commence shortly to engage in criminal activity.

b. I authorize and direct the city of Joliet to approach persons located upon the premises and order them to remove themselves and not to return if they have no authority to remain upon the premises as tenant or as guest or invitee of a tenant. I authorize the City of Joliet to arrest any and all persons upon the premises if they refuse to leave the premises, unless such persons have authority and consent to be upon the premises. The City of Joliet, as my agent, shall have the power to sign criminal complaints against non-residents who are trespassing upon 'the premises or are engaging in criminal activities or improper conduct.

c. I hereby agree that I will cooperate with the City of Joliet in any criminal prosecutions that may arise from the exercise by the City of Joliet of the authority granted to the City by me in this

agreement, and I agree to provide the City from time to time with the names of tenants whom I have leased property to located at Joliet, Illinois together with information provided me by the tenants as to the persons who are allowed upon the property and who are invited guests from time to time on a regular basis. I make no warranties or guaranties about who are invited guests, but I will provide the City with accurate information about persons who have entered into leases with me for the exclusive possession of apartment units within the premises at Joliet, Illinois.

d. The City of Joliet is authorized to direct its police officers to speak with persons entering upon the property at Joliet, Illinois and determine if such persons reside upon the premises or have other authority or consent to be present. The City police officers are empowered to direct non-residents of the premises to leave the premises and not to return unless they have consent or authorization of myself, as the owner of the premises, or are the invited guests of the tenants who are given exclusive use and possession of certain portions of the demised premises. The police are authorized and empowered by me to arrest persons who refuse to leave the premises who are present without authority and who return without permission. Such police officers are empowered to sign criminal complaints for trespass against individuals who are upon the premises without consent or authorization.

SECTION 3 – Effective Date of Agreement

a. This agreement shall be in full effect and legally binding upon such time as signed and will be certified by each party.
b. The Chief of Police of the City of Joliet will retain the original signed agreement and will be responsible for circulating such agreement for purposes of signature and record.

SECTION 4 – Termination of Agreement

a. This agreement shall remain in full force and effect and shall terminate five (5) years from its effective date.
b. This agreement is also terminable by either party upon 24-hour notice, in writing, to the other party.

_____ _____
Principal *Agent*

_____ _____
Witness *Witness*

Home Address of Principle: _____

Telephone Number (_____) _____

AFFIDAVIT OF AGREEMENT

_____ _____

NAME *PROPERTY ADDRESS*

PHONE: _____ _____

_____

HOME ADDRESS

I,_____, do hereby state and affirm as follows:

1. That I am the owner or one of the owners of the property located at _____.

2. That on_____ I was present at a hearing before the City of Joliet hearing officer or a meeting with representatives of the Joliet Police Department regarding my property at _____.

3. That I was apprised of property maintenance violations, nuisance or police problems existing at my property by the city of Joliet Police Department and the City of Joliet Neighborhood Services Department.

4. That my property was vacated or is subject to being vacated due to police problems, nuisance problems or property maintenance problems.

5. That I agree to perform or complete the following to maintain my certificate of inspection:

   (a) To maintain my property to be in compliance with City of Joliet Code of Ordinances and the International Property Maintenance Code;

   (b) To perform tenant screening and criminal background checks on all rental applications, including a City of Joliet criminal background screening;

   (c) To use the City of Joliet's recommended lease with future tenants;

   (d) To enter into a trespass agreement with the City of Joliet and to properly post my property with the appropriate signage;

   (e) To monitor and inspect my rental property at least once a month in addition to the monthly rent collection visit;

   (f) To agree to aggressively evict tenants who repeatedly violate articles of the lease agreement or who perform acts that are likely to disturb the surrounding neighborhood;

(g) To agree to hold tenants responsible through the lease agreement for the actions of their guests and to agree to ban visitors in writing when they perform acts that are likely to disturb the surrounding neighborhood;

(h) To have personal contact regularly with the City of Joliet Neighborhood Officers and to provide officers with tenant/visitor lists when needed;

(i) To attend the next scheduled City of Joliet Landlord Training Program;

(j) Additionally:

I understand that my failure to follow the conditions set forth in this affidavit may result in my certificate of inspection being suspended or revoked and my rental property being vacated for a period of time to be determined by the hearing officer.

I understand that this affidavit is in effect from the date entered into until the duration of my ownership of my rental property.

I understand that if I sell or transfer ownership of my rental property while this affidavit of agreement is in effect, I must notify the City of Joliet Neighborhood Services Department. If I fail to notify the City of Joliet Neighborhood Services Department, I understand that I retain all responsibility pursuant to this agreement.

AFFIANT ***DATE***

WITNESSED BY: (Only one needed)

HEARING OFFICER ***DATE***

CORPORATION COUNSEL ***DATE***

POLICE DEPARTMENT ***DATE***

NEIGHBORHOOD SERVICES ***DATE***

BAN LETTER

_____

_____

_____

_____

Dear_____:

This letter is to inform you that effective immediately you are hereby banned from being in or on the property located at _____. This includes but is not limited to the apartment leased by _____. This also includes all common areas of the property.

Failure to comply with this order will result in your arrest by the Joliet Police Department.

There will be no further notice or warning in this matter.

Sincerely,

_____(**Signature of Owner/ Manager**)

_____(**Owner/Manager Name Here**)

_____(**Signature of Person Banned**)

Tenant Notification Letter

_____

_____

_____

_____

Dear_____:

This letter is to inform you that effective immediately _____is

Herby banned from the property you reside at known as _____.

This includes your apartment and/or all common areas of the property. Failure to comply

With this immediate order will result in _____

being arrested by the Joliet Police Department if he/she is seen on the property. In addition,

failure to comply with this order will also result in your eviction from the property. You

are urged to comply with this very serious matter. Your contractual lease is between

_____ and _____.

_____ is not a rental tenant and is not on your lease.

There will be no further notice or warning in this matter.

Sincerely,

_____(**Landlord Signature**)

_____(**Landlord Name Here**)

_____(**Signature of Tenant**)

NOTICE OF LEASE TERMINATION AND EVICTION FOR CRIMINAL MISCONDUCT

The property you are renting cannot be used for illegal activities or permitted to become a public nuisance. You can be evicted EVEN IF YOU PAY RENT IN A TIMELY MANNER if you, members of your household or any of your guests violate any of the following rules:

1. You may NOT allow the rental property to be used for drug-related criminal activity, prostitution, illegal use of alcoholic beverages, unlawful discharge of a firearm or other illegal activities. UNDER ILLINOIS LAW, A CRIMINAL CONVICTION IS NOT REQUIRED FOR YOU TO BE EVICTED FOR USING THE RENTAL PROPERTY FOR ILLEGAL ACTIVITIES.

2. You may NOT permit the rental property to become a public nuisance. The playing of loud music, the making of loud mechanical sounds or other noise that unreasonably disturbs other persons is a public nuisance and may result in eviction.

3. You may NOT allow garbage, animal waste, inoperable motor vehicles, junk or debris to accumulate upon the interior or exterior of the rental property or to cause the rental property to be in an unsanitary condition.

YOU WILL NOT BE EVICTED OR PENALIZED FOR CALLING THE POLICE OR SEEKING OTHER PUBLIC SERVICES AS A CRIME VICTIM OR AS A CONCERNED PERSON. YOU ARE ENCOURAGED TO REPORT ANY CRIMINAL OR SUSPICIOUS ACTIVITY TO THE POLICE.

YOU WILL NOT BE EVICTED OR PENALIZED FOR REPORTING ACTS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING. YOU ARE ENCOURAGED TO CALL THE POLICE TO REPORT THESE CRIMES WITHOUT FEAR OF CONSEQUENCE TO YOUR STATUS AS A TENANT.

DATE: _____

LANDLORD: _____

PROPERTY ADDRESS: _____

TENANT: _____

TENANT: _____

THE ORDINANCES OF THE CITY OF JOLIET REQUIRE THAT THIS NOTICE BE PROVIDED TO YOU AND THAT THE RENTAL PROPERTY BE PERIODICALLY INSPECTED. YOU HAVE THE RIGHT TO ASK THE LANDLORD FOR A COPY OF THE CURRENT CERTIFICATE OF INSPECTION.