

The Residential Rental Unit &
Neighborhood Integrity Initiative
and
Crime Free Rental Program



The Village of Skokie, Property
Owners and Managers Working
Together



Dear Rental Property Owner:

Thank you for investing in the Village of Skokie by owning rental residential property.

The Village values its rental properties, landlords and tenants as key components of vibrant and functional neighborhood life and seeks to maintain the integrity of neighborhoods by assuring a safe, pleasant living environment for all. Rental properties are a significant component of housing in our community providing a wide variety of residential living opportunities, making the Village accessible and attractive to residents.

Rental properties constitute approximately 25 percent of the residential housing stock in the Village and therefore, have a significant impact on the appearance, and the environment of our neighborhoods. The quantity of rental housing has increased as a result of economic changes impacting single family home and condominium sales. Rentals include not only multi-unit buildings, but townhouses, co-ops, condominiums and single family detached homes. In addition, the rental housing in the Village is aging and declining in some neighborhoods. Enhancing the partnership between landlords and the Village concerning property standards will help to maintain and improve these properties, thereby directly affecting property values. Studies have shown that well-kept properties result in reduced crime rates, thereby making the neighborhood safer for tenants. Therefore, the Village seeks to establish clear, reasonable and uniform standards to maintain the integrity of our neighborhoods.

The Village recognizes that landlords are a critical component of our neighborhoods. In an effort to provide effective tools for landlords, the Village seeks to build relationships with landlords and tenants through dialogue, education and communication. The Village is committed to marshalling Village resources for the benefit of the neighborhoods. The Village has created a Neighborhood Standards Police Officer position. This police officer is trained in the Crime Free Housing Program, including the Crime Prevention through Environmental Design Program, as well as other types of property management and standards training. The officer works under the supervision of the Police Department and in cooperation with the Property Standards Division.

Landlords must make tenants aware of their rights and responsibilities, and tenants who do not abide by State of Illinois State statutes or Village ordinances must be held accountable for the integrity of the neighborhood. Inspections by Village departments will help to improve the appearance, safety and code compliance of the Village's rental housing stock and, along with public improvements, contribute to the integrity and desirability of Skokie neighborhoods. I am pleased to report that while this initiative in Skokie is custom designed for our community, similar rental housing programs have been successfully undertaken in many Illinois communities and have achieved the identified goals.

In summary, the goal is to create a proactive and preventative program that strengthens communication and partnership between landlords, tenants and the Village, striving to improve the quality of our rental housing stock, increasing efforts to prevent criminal activity and creating strategies to support quality landlords.

Thank you for your involvement and commitment to our community.

Sincerely,

John T. Lockerby, Village Manager

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Certain portions of this workbook contain descriptions of legal procedures. These descriptions are general summaries and are not intended to provide a clear understanding of the legal process. The Village of Skokie or its employees are not engaged in rendering legal services. **No part of this manual should be regarded as legal advice or considered as a replacement for the property owner or managers responsibility to become familiar with the laws and ordinances of the federal, state, and local governments.** You should also be aware that laws change and court rulings affect legal procedures. The material in this manual could be rendered obsolete. We urge you to seek the assistance of an experienced attorney to assist with your rental situations.

Acknowledgments

Portions of this workbook were sourced from the Mesa Police Department, and they require publishing the information below when using their material

The **CRIME FREE MULTI-HOUSING PROGRAM** and Workbook were developed by Timothy L. Zehring, Mesa Police Department Crime Free Programs Supervisor. The Fire Department's Section was developed by Inspector Brian Freehan of the Mesa Fire Department.

Special thanks to Karen Hubbard, Mesa Police Department Community Relations Administrative Assistant, for the exceptional graphics and design of The Crime Free Multi-Housing Workbook, without whom this project could have never been made possible.

Thanks to the Command Staff of the Mesa Police Department for the support they have given THE **CRIME FREE MULTI-HOUSING PROGRAM**, especially Police Chief Jan Strauss, Assistant Police Chief Ron Poulin, and Police Commander David Zielonka. Because they promote innovation and a progressive approach to law enforcement, citizens from Mesa and more than one thousand communities all over the United States and Canada have benefited from this remarkable program.

For every other person who has contributed in any other way, thank you for your support and participation in The Crime Fee Multi-Housing Program.

This workbook is designed to provide accurate and authoritative information about subject matters addressed. It is offered as a community service for the sole purpose of reducing the likelihood of criminal activity in rental communities.

It is presented with the understanding that the Mesa Police Department is not engaged in rendering legal, accounting or other professional service other than crime prevention education. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.

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Overview

Residential Rental Unit Program

The Village of Skokie values its rental properties as a key component of vibrant and functional neighborhood life. The Village Board approved the Residential Rental Unit Standards and Neighborhood Integrity Initiative and ordinance in early 2014 to help protect and strengthen this environment. Within the Village there are approximately 1,200 multi-unit buildings providing 5,000 units of rental housing. There also approximately 1,500 single family homes, duplexes and townhouses that are rented throughout the Village. The Village recognizes that landlords are critical components of the neighborhoods throughout the community. In an effort to provide effective tools for landlords, the Village will provide additional trained staff from the Skokie Police Department and the Property Standards Division in a coordinated approach to marshal all Village resources for the benefit of neighborhoods.

Rental properties present a unique challenge for law enforcement. In single family homes, owners generally have a large cash investment in the purchase of their home. This motivates owners to a greater concern about crime in their neighborhoods. With rising crime rates come lowering property values. While rental property owners share the same concerns, rental property tenants often do not.

An owner of a single family home might also be looking at a long term of residency. Typically, homeowners have a thirty-year mortgage for their property. Home is where they come each day and perhaps, to raise a family. There tends to be a lot of pride of ownership in their property. When crime problems begin to appear, homeowners are very likely to organize Block Watch activities to protect the long-term interests of their families.

In rental properties, the communities tend to be much more transient. Most often, residents sign a twelve-month lease for a rental property. In some cases, owners don't even require leases, and residency is based on a month-to-month agreement. This allows for an occupant to move very easily if they feel crime has reached a level they will not tolerate. It is easier to move away from crime than to confront it.

Communities and their police departments have historically fought a losing battle with Block Watch efforts alone in multi-family rental properties. In January 1992, the Mesa, Arizona Police Department was faced with a difficult decision: to no longer offer Block Watch training in rental properties or to develop a new concept for crime prevention in the rental communities.

The result was the **CRIME FREE MULTI-HOUSING PROGRAM** that the Village of Skokie has adopted. This bold, new program had no precedent. The program's concept was to take a multi-faceted approach to crime prevention. A unique coalition of police, property managers and residents of rental properties, the program was to be an on-going program with a three-phase approach to address all of the opportunities of crime in rental property.

The program was designed to include a certification process, never before offered by a

police department. The incentives of police-issued signs, certificates, and advertising privileges provided immediate interest in the program.

The development of the Crime Free Lease Addendum proved to be the backbone of the **CRIME FREE MULTI-HOUSING PROGRAM**. This addendum to the lease agreement lists specific criminal acts that, if committed on the property, will result in the immediate termination of the resident's lease.

The **CRIME FREE MULTI-HOUSING PROGRAM** achieved almost instant success. In rental properties with the highest crime rates, the immediate results showed up to a 90% reduction in police calls for service. Even in the best properties, reductions of 15% to 20% were not uncommon.

The **CRIME FREE MULTI-HOUSING PROGRAM** began to spread nationally after the first year, and internationally after the second year. The **CRIME FREE MULTI-HOUSING PROGRAM** has been a success all across the United States and Canada.

The **CRIME FREE MULTI-HOUSING PROGRAM** is successful because it approaches crime on many fronts. The police cannot solve crime problems alone. Neither can the management or residents of rental properties. But by working together, the end result has been the most successful approach to crimes in rental communities.

There are three (3) ways criminal activity comes into a rental community. The criminal lives there, they visit friends there, or they come to the property to commit crimes. The **CRIME FREE MULTI-HOUSING PROGRAM** addresses all three of these possibilities. By not renting to people with criminal intent, they not only reduce the likelihood of crime in the community, they also reduce the number of visitors who come to the property with criminal intent, i.e., to purchase drugs.

For the opportunistic criminal, the use of CPTED (Crime Prevention Through Environmental Design) has been used to combat crimes that might occur in the parking lots or common areas. This includes assaults, robberies, drive-by shootings, and auto thefts.

If the police, property managers, and residents will make a dedicated effort to crime prevention and the **CRIME FREE MULTI-HOUSING PROGRAM**, the outlook for success is extremely high. Good luck as you embark on your journey to make your community a safer place to live and enjoy for many years to come.

The Village of Skokie's adoption of the Residential Rental Unit Standards and Neighborhood Integrity Ordinance incorporates the **CRIME FREE MULTI-HOUSING PROGRAM** and goes beyond that to create an unique partnership between landlords, tenants and the Village of Skokie. In this manual you will learn about the Neighborhood Integrity Ordinance key components, the Village inspection program, best operating practices for property management, crime prevention, and resources available to rental property owners.

Summary

The **CRIME FREE MULTI-HOUSING PROGRAM** is successful because it approaches crime on many fronts. The police cannot solve crime problems alone. Neither can the management or residents of rental properties. But by working together, the end result has been the most successful approach to crimes in rental communities.

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If the police, property managers, and residents make a dedicated effort at crime prevention and the implementing the Crime Fee Multi-Housing Program, the outlook for success is extremely high. Good Luck as you embark on your journey to make your community a safer place to live and enjoy for many years to come.

Cordially,



Officer Joe Marzigliano
Neighborhood Standards Officer

Program Goals

- Develop an understanding of the Rental Standards and Neighborhood Integrity Ordinance.
- Enhance Tenant Selection Process
- Learn Active Management and Landlord and Tenant Responsibilities
- Understanding the Lease Termination Process
- Village Inspection Program
- Reduce Crime in Rental Property.
- Reduce the Fear of Crime.
- Improve Communications and Trust.
- Enhance the “Quality of Life” for the residents of our community.
- Empower Community Leaders, Landlords & Tenants.
- Enhance MANAGEMENT SKILLS – Not To Train Managers To Do Police Work
- Provide Support Avenues.

PART ONE

Neighborhood Integrity Ordinance Key Components

The Village of Skokie values its rental properties as a key component of vibrant and functional neighborhood life. The Village Board approved the Residential Rental Unit Standards and Neighborhood Integrity Initiative and ordinance in early 2014 to help protect and strengthen this environment. Within the Village there are approximately 1,200 multi-unit buildings providing 5,000 units of rental housing. There also approximately 1,500 single family homes, duplexes and townhouses that are rented throughout the Village. The Village recognizes that landlords are critical components of the neighborhoods throughout the community. In an effort to provide effective tools for landlords, the Village will provide additional trained staff from the Skokie Police Department and the Property Standards Division in a coordinated approach to marshal all Village resources for the benefit of neighborhoods. Key components of the ordinance include rental unit registration, owner seminars, crime free addendum, inspection of rental units upon sale, certified owner program.

The following is a brief review of the rental unit registration program and the owner seminar. The inspection components will be described with the Village inspection program information, crime free addendum.

Rental Unit Registration

The ordinance requires that every residential rental unit must be registered prior to being offered for rent. Only rental units in condominium buildings with more than four units and owner occupied units in rental buildings are exempt from the registration requirements. Rental property owners will be mailed a registration form and instructions in April. All registration forms must be returned to the Village **by** May 1st with the required registration fee of \$25 per unit. Registration forms and information pamphlet on registration and frequently asked questions may also be downloaded from the Village's website at www.skokie.org. On line registration is also available. Fee waivers are available to qualified unit owners. A sample registration form is provided on the next page:



**Village of Skokie
Property Standards Division
5127 Oakton Street
Skokie, IL 60077**

(847) 933-8224 • Fax (847) 933-8224
WWW.SKOKIE.ORG

Official Use:	_____
Fee Amount	_____
Fee Paid	_____
Seminar Date	_____

RENTAL UNIT REGISTRATION APPLICATION

Please Print or Type

Every residential rental unit in Skokie is required to be registered with the Village. This completed application must be signed by the Property Owner and submitted to the address above with payment of \$25.00 for each rental unit. Owner-occupied and vacant units are exempt from registration. If a building has multiple entrances and individual addresses, separate applications are required for each address.

Rental Property Address: _____

OWNERSHIP INFORMATION (all information must be provided)

Property Owner Name: _____

Address: _____ Phone: _____ Cell Landline

City, State, Zip: _____ email: _____

MANAGEMENT COMPANY and AGENT NAME (if other than owner)

Company and Agent Name: _____

Address: _____ Phone: _____ Cell Landline

City, State, Zip: _____ email: _____

TENANT INFORMATION (Optional) Provide additional sheets if necessary.

Unit #	Name	Cell Phone	Unit #	Name	Cell Phone

RENTAL PROPERTY DESCRIPTION (Please check one)

rental apartment building single-family/townhouse/duplex rental condo/co-op unit (4-unit building or less)

FEE (do not include owner-occupied and/or vacant) **Number of rented units** _____ **x \$ 25 = Total Due \$** _____

I understand this registration is conditional upon compliance with all Village Ordinances and completion of the Residential Rental Property Landlord Seminar. All of the information provided in this application is true and correct to the best of my knowledge. ***If there are any changes in the information provided on this application, including leasing of a vacant unit, it is my responsibility to notify the Village of Skokie Property Standards Division within 21 days.***

Property Owner Signature _____ Date _____

Owner Seminar

The owner or operator of a rental unit applying for registration must successfully complete the Village Residential Rental Property Landlord Seminar within three months from the date of registration.

These free information/ training seminars that last a maximum of four hours will be held throughout the year. The seminars will be held at the Skokie Police Department on weekdays, evenings, and Saturday mornings. Owners or operators are only required to attend one seminar; however, if a property is found to have numerous nuisance complaints or issues the property owner/operator maybe required to attend an additional seminar. Information on seminar dates, times, and registration processes will be mailed to owners/operators and will also be available on the Village's website along with an information pamphlet.

Crime Free Addendum

An important element of the new ordinance is the crime free provisions. Owners are required to have tenants sign a crime free addendum as part of the lease. The Village has a standard form that must be used which can be obtained from the Property Standards Division or on the Village website. The mandatory addendum makes it a violation of the lease for any tenant or invitee of the tenant to engage in violent or drug-related crimes or to use the leased premises for such purposes. The Police Neighborhood Standards Officer and Village of Skokie Corporation Counsel's office will assist landlords in addressing tenant issues regarding the violation of the addendum and nuisance activity that may lead to the eviction of a tenant. A crime free addendum and information pamphlet with frequently asked questions may be obtained from the Property Standards Division and, on the Village's website at www.skokie.org, or the addendum on the next page can be used.

The Village is looking forward to the continued implementation of the Residential Rental Unit Standards and Neighborhood Integrity Initiative that will strengthen neighborhoods and the relationship with property owners/operators. For more information on the program or to obtain necessary applications please contact the Property Standards Division at 847-933-8224 or by going to the Village website at www.skokie.org.

CRIME FREE LEASE ADDENDUM AS REQUIRED BY VILLAGE OF SKOKIE NEIGHBORHOOD
INTEGRITY ORDINANCE

This Crime Free Lease Addendum is executed by the parties as a Rider to the lease for _____ (address of rental unit) , Skokie, IL 6007__ which is dated _____, 201_ (hereinafter "Lease") by and between _____ (hereinafter "Landlord") and _____ (hereinafter "Tenant(s)") as though the terms of this Rider were fully set forth in the Lease. As part of the consideration for this Lease, Tenant agrees as follows:

1. Tenant and Tenant's occupants, guests and invitees, whether on or near the leased premises as well as on all public ways abutting the leased premises and common grounds, are prohibited from:

a. Engaging, or in any way being involved in, any criminal activity. For the purposes of this lease, criminal activity shall mean any criminal offense which would constitute a felony or Class A misdemeanor.

b. Engaging in any act intended to facilitate or that does facilitate criminal activity including, but not limited to, drug-related offenses.

c. Permitting the premises to be used for, or to facilitate, criminal activity.

d. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance or possession of cannabis exceeding the maximum amounts established by State law at any location whether in, at, on or near the property.

e. Engaging in any prostitution, criminal street gang activity, threatening or intimidating conduct or assault, all as defined by the Illinois Compiled Statutes, or unlawful discharge of firearms.

2. Tenant, or any member of the Tenant's leasehold, shall not engage, or in any way be involved in any violent criminal activity or illegal drug activity anywhere in or outside of the Village of Skokie. For purposes of this lease, violent criminal activity or illegal drug activity shall mean any arrest and charge of a felony offense concerning violent acts or drugs.

3. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in Cook County.

4. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for the purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signor, occupant or guarantor, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.

5. Tenant hereby authorizes property management/Owner to use police generated reports against Tenant for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.

6. Tenant also agrees to be responsible for the actions of Tenant's occupants, Tenant's guests and invitees, and Tenant's occupant's guests and invitees, regardless of whether Tenant knew or should have known about any such actions. A guest or invitee shall be anyone who Tenant or Tenant's occupant gives access to or allows on the premises or in the rental unit.

7. If and to the extent that any of the provisions of this addendum to the lease conflict or are otherwise inconsistent with any of the preceding provisions of the lease, whether or not such inconsistency is expressly noted in the addendum, the provisions of the addendum shall prevail.

8. This lease addendum is incorporated into the lease executed or renewed this day between the Owner and Tenant.

Tenant Signature

Date

Tenant Signature

Date

Property Owner/Manager Signature

Date

Address of Rental Property

PART TWO

Tenant Selection

A tenant selection policy is a set of criteria that you establish to determine the acceptability of potential applicants. The policy should apply equally to all prospective tenants and will create a fair process to help you avoid selecting tenants on a case by case basis and making judgment calls that could violate fair housing laws. The policy should be in writing, be given to all applicants, and be posted on the property. The crime free addendum should be presented *before* a prospective tenant fills out the application and should be presented the same way to all prospective tenants.

What Are Protected Classes?

Skokie is proud to have one of the oldest Fair Housing ordinances in the state. Protected classes include those of the Federal and State governments. Federal Fair Housing Laws strictly prohibit any discrimination against protected classes. Those protected classes may include: race, color, religion, gender, handicap, familial status, national origin, source of income, sexual preference. Additional protected classes in Skokie include creed and legal source of income.

What most people may not be aware of is that everyone is in a protected class. Everyone has a race, a color, a sex and a national origin. No one can discriminate against an applicant based on their color. No one can be denied residency based on their national origin, regardless of where they were born.

Criminal activity and bad behavior are not protected classes. An application can be denied for behavior at previous rental properties.

NOTE: Every landlord/manager is required to notify all prospective tenants in writing that “The Village of Skokie prohibits discrimination of real estate transactions based on race, color, religion, sex, creed, ancestry, national origin, disability, age, marital status, presence or age of children, sexual orientation or source of income (Chapter 58, Section 58-36 of the Skokie Village Code).” Such language may be included with other printed materials. This ordinance language is also included in the appendix to this document and can be copied for distribution.

You should also keep an Equal Opportunity Housing sign in the office to remind prospective tenants that you do not discriminate against the Fair Housing Laws.

What Are Discriminatory Actions?

These actions may be discriminatory if based on a tenant’s race, gender, sex, religion, national origin, disability or familial status (children):

- Will not rent
- Charge more money for rent or security deposit
- The property is made out to be not available when it may still be available
- Pointing out neighborhoods landlords think prospective tenants should live in
- Saying “No kids allowed” or other phrases to discourage renters from renting or buying a home in a certain area
- Saying no changes can be made to a building or its rules that would let renters or renters with a disabled family member live there

- Punishing or retaliating against someone because they reported discrimination or helped someone who was discriminated against

Penalties for Discrimination

- Injunctive and equitable relief
- Monetary damages for actual damages suffered and or emotional damages
- Civil penalties
- Attorney fees and costs
- Federal court and some local ordinances allow for punitive damages (e.g. Cook County, City of Chicago)

Tenant Selection Policy Items

Application

A written application is required and all information must be completed in full. Applications containing untrue, incorrect or misleading information will be automatically denied. Recommended information should include:

- First, last and middle names
- Date of birth
- Driver license number and copy of license, government issued photo identification, or other state-issued ID
- Social security number for credit check
- Work and cell/home telephone numbers and email
- Name, date of birth and relationship of all those occupying rental unit
- Name, address and telephone number of previous two landlords (3 year history)
- Income/employment history for past year and contact info
- During the past five years have you or any other person who will occupy this rental unit, been arrested or convicted for dealing, using or manufacturing illegal drugs?

Application Fees

There is a \$XX.00 non-refundable application fee per adult living in the home. \$XX.00 if you have lived out of state. The fee is to cover background and credit checks.

Certification

A certification as to the correctness of the information being provided signed by all of the prospective tenants over the age of 18 should be part of the written application.

Credit Report

- Acceptable credit score range
- Debt threshold
- Rent payment and collections history
- Hire a professional company to obtain the credit report

Background Check

- Past evictions (important note: verify accuracy of address)
- Money owed to past landlords, late payment, property damage.

- Criminal records – misdemeanor and felony convictions, domestic violence, plea bargains, probation/parole
- Sex offender registry
- Hire a professional company to obtain criminal background information

Verification Info

- Sufficient income to rent and manage debt
- Employment and length of employment
- Landlord references and record of evictions – history for three or more years

Occupancy

- Number of occupants permitted per bedroom is two
- Pet restrictions
- Noise restrictions after certain hours
- Smoking policy

Home Visit

Every applicant will be subject to a home visit to their current residency. Any applicant who is deemed as having poor housekeeping will automatically be denied.

Move-in Procedures

Every potential tenant should be given written information on what is expected from them upon moving into the property, security deposit, rent payment, maintenance expectations, etc.

Fair Housing Statement

We are a fair housing provider and follow Federal and State requirements.

Interview

An interview should be required of all applicants. The interview will demonstrate professionalism, empowers the landlord and demonstrates the landlord's commitment to best management practices.

Selecting a Tenant

Verify the information

- Don't take shortcuts
- Compare ID to given information
- Identify and talk with previous landlords
- Have a standard list of questions
- Demand co-signers when the tenant is questionable
- Verify income sources
- Carefully review credit/criminal background checks
- Verify other information based on your criteria

Grounds for Denial

- History of being an unauthorized occupant on another person's lease where there are management problems such as late payments, evictions, skips or damages occurred as evidenced by landlord's verification(s)
- Poor housekeeping as evidenced by landlord's verification
- History of drug abuse as evidenced by landlord's verification(s)
- History of paying rent late or poor rental background as evidenced by landlord's verification(s) and/or credit report
- History of property damage to an apartment/ townhouse/home or common areas as evidenced by landlord's verification(s) and/or credit report
- History of lease violations as evidenced by landlord's verification(s)
- History of violence and interference with management's duties and responsibilities as evidenced by landlord's verification(s), government or social agency verification(s), police reports, and/or criminal background checks
- Derogatory credit reports

If you have posted fair rental criteria and you screen all applicants against those criteria you can safely reject an applicant who does not meet your criteria. Disclosure may not be necessary, but if you do, chose your words wisely and do not argue the criteria.

Be certain to treat all applicants equally and fairly. Also be certain to tell them about your participation in the Crime Free Multi-Housing Program before they fill out the application. This gives them the opportunity to continue looking for other options.

If an applicant discloses previous criminal history of convictions on the application, you should decide whether or not to accept the application immediately. If you accept the application, you may lose the right to deny the application later for any information they have disclosed.

Credit Reporting Agencies

Many credit reporting agencies will offer to search local or county court records for criminal data pertaining to your prospective tenants. While many of these companies make claims, the results they get may vary as greatly as the costs.

It is important to shop around for the best results, using a control group of names currently being processed. In most cases, you will see the best results from companies that use licensed private investigators, and search multiple courts and jurisdictions.

Application Interview

- After the applicant fills out an application, conduct an interview in person if possible
- Review the completed application during interview
- Inform the applicant that you will perform a criminal background check and ask if there is anything you should know in advance
- Discuss matters such as:
 - Did you get along with other tenants?
 - Timely rental payment
 - How would your landlord describe you?
 - Reasons for moving

Accepting Applicant and Lease Signing

Establish a policy for accepting an applicant and signing a lease will ensure that you meet fair housing requirements. An example policy would be to take applicants in order of date and time. Select the first applicant that complies with your policy and all information has been verified. Have the applicant and all unit residents over the age of 18 sign the lease and crime free addendum, and give them a copy. Use a standard lease that is modified based on your selection policy or have an attorney draft the lease. The Skokie Village Code also requires that the following ordinances be attached to any lease or written rental agreement or similar document: a copy of Chapter 22, Article XIV, Rental Unit Registration and Chapter 58, Article II, Discrimination and Fair Housing, of the Skokie Village Code. These ordinances are included in the appendix to this document and can be copied for attachment to a lease.

At or before the time of the lease signing management and tenant responsibilities should be discussed.

Subleasing

Subleasing should not be permitted without authorization of management and then only upon completion of the applicant screening process. The person(s) who wish to sublease an apartment should receive the same approval as a standard tenant.

Illinois Security Deposit

The Illinois Security Deposit law allows landlords to collect a security deposit for any damage to the property or for non-payment of rent. There is no limit on the amount that can be requested as a security deposit. The deposit must be returned to the tenant upon vacating the property, if no damage has been done beyond normal wear and tear and the rent has been paid. The tenant is required to pay the last month's rent. The security deposit must be repaid promptly or the tenant can sue for the remaining portion of the security deposit. For buildings with 5 or less units a reasonable time is 45 days while for larger buildings within 30 days of the date the tenant vacates. A written statement of damages must be submitted to the tenant with the estimated or actual cost of repairing or replacing each item on that statement.

If a tenant damages the property, the landlord can deduct the cost of fixing it from the security deposit. But if the tenant returns the rental in substantially the same condition in which it was rented (less reasonable wear and tear), the landlord must return the deposit. A landlord can't make tenants pay for painting, new carpets or curtains, unless there was serious damage. The landlord is allowed to deduct the cost of cleaning if necessary to put the unit back to the same level of cleanliness it was in at the time the property was leased (less normal wear and tear).

Prior to allowing occupancy of a unit and before the termination of the lease, the landlord and tenant should carefully inspect the property together and check all appliances to make certain that they work properly. An inspection list should be used and be signed and dated by both the landlord and tenant. Pictures and videos of the property are also helpful. After accepting the security deposit give an itemized receipt for items such as pet deposit, last month's rent, cleaning fee, etc.

PART THREE

Active Management and Landlord/Tenant Responsibilities

An apartment building community takes active management by a partnership of managers, tenants and the Village. Clear communications and understanding of roles is needed to reduce problems and operate in compliance with building and community standards. In this section we will examine the roles of owners and tenants.

Benefits of Active Management

Active management and participation in the Crime Free Multi-Housing Program can prevent crime and improve the operation of your rental property. Consistently applying these program techniques has been proven to have the following results based on interviews of managers and landlords:

- Increased property values
- Lower maintenance and repair costs
- Increased demand for units and more stable tenant base
- Improved personal safety of tenants and property managers
- Easier management with less time spent handling difficult tenant issues
- A positive relationship with property inspectors and police

Landlord Responsibilities

The key to active management is demonstrating your commitment to require compliance with the lease and crime free addendum. Implement your rules consistently and meet your requirements as a landlord and those of your tenants. The following are common duties:

- Maintain property and units in compliance with all codes
- Make repairs in a timely manner when requested by tenants or the Village
- Assure that unit exterior doors and locks meet Village requirements for the safety of tenants
- Provide carbon monoxide and smoke detectors in units and common areas
- Keep property registration information current
- Make property available for Village inspections
- Have all tenants sign the Crime Free Addendum
- Make available leases and Crime Free Addendums at the time of inspection
- Properties with five or more units post signage with owner/operator name and phone number
- Keep the property pest and rodent free
- Keep the property and Village parkway clean and free of litter
- Address tenant and neighbor complaints about noise and nuisance issues
- Be in compliance with unit occupancy limits
- Comply with Fair Housing Regulations
- Respect the tenant's right to privacy

Use The Village's Crime Free Lease Addendum

All tenants must sign the Village's Crime Free Lease Addendum. This addendum, when signed by the tenant, makes criminal or drug activity a lease violation in addition to a police matter. You can then terminate a lease based on drug and criminal activity. The following page has a sample lease addendum.

CRIME FREE LEASE ADDENDUM AS REQUIRED BY VILLAGE OF SKOKIE NEIGHBORHOOD
INTEGRITY ORDINANCE

This Crime Free Lease Addendum is executed by the parties as a Rider to the lease for _____ (address of rental unit) , Skokie, IL 6007__ which is dated _____, 201_ (hereinafter "Lease") by and between _____ (hereinafter "Landlord") and _____ (hereinafter "Tenant(s)") as though the terms of this Rider were fully set forth in the Lease. As part of the consideration for this Lease, Tenant agrees as follows:

1. Tenant and Tenant's occupants, guests and invitees, whether on or near the leased premises as well as on all public ways abutting the leased premises and common grounds, are prohibited from:

a. Engaging, or in any way being involved in, any criminal activity. For the purposes of this lease, criminal activity shall mean any criminal offense which would constitute a felony or Class A misdemeanor.

b. Engaging in any act intended to facilitate or that does facilitate criminal activity including, but not limited to, drug-related offenses.

c. Permitting the premises to be used for, or to facilitate, criminal activity.

d. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance or cannabis, at any location whether in, at, on or near the property.

e. Engaging in any prostitution, criminal street gang activity, threatening or intimidating conduct or assault, all as defined by the Illinois Compiled Statutes, or unlawful discharge of firearms.

2. Tenant, or any member of the Tenant's leasehold, shall not engage, or in any way be involved in any violent criminal activity or illegal drug activity anywhere in or outside of the Village of Skokie. For purposes of this lease, violent criminal activity or illegal drug activity shall mean any arrest and charge of a felony offense concerning violent acts or drugs.

3. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in Cook County.

4. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for the purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signor, occupant or guarantor, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.

5. Tenant hereby authorizes property management/Owner to use police generated reports against Tenant for any such violation as reliable direct evidence, and/or as business records as a

hearsay exemption, in all eviction hearings.

6. Tenant also agrees to be responsible for the actions of Tenant's occupants, Tenant's guests and invitees, and Tenant's occupant's guests and invitees, regardless of whether Tenant knew or should have known about any such actions. A guest or invitee shall be anyone who Tenant or Tenant's occupant gives access to or allows on the premises or in the rental unit.

7. If and to the extent that any of the provisions of this addendum to the lease conflict or are otherwise inconsistent with any of the preceding provisions of the lease, whether or not such inconsistency is expressly noted in the addendum, the provisions of the addendum shall prevail.

8. This lease addendum is incorporated into the lease executed or renewed this day between the Owner and Tenant.

Tenant Signature

Date

Tenant Signature

Date

Property Owner/Manager Signature

Date

Address of Rental Property

Before Renting a Unit

- Clean the unit, make necessary repairs, check that all the appliances and systems are operating.
- Change the locks on all the exterior unit doors.
- Provide the potential tenant with a 24-hour telephone number and name and address of the landlord/manager.
- Clearly define in writing all policies for rent payment and the use of the unit and property.

Addressing Tenant Issues

Issues to become aware of immediately such as:

- Late payment or nonpayment of rent
- Neighbor and tenant complaints about a tenant
- Criminal or inappropriate tenant behavior
- Breach of lease provisions
- Unit over occupancy or unauthorized occupants
- Unit and common property neglect

Taking a Complaint

An apartment community needs active management to deal with the daily problems that can arise among residents and guests. A manager should always be fair and impartial when hearing about resident complaints. It is good management to hear both sides of the story whenever possible. Calling both residents into the office may be one way of resolving small problems between residents.

In cases where there is a potential for violence, it may be necessary to call the police, or at the very least try to keep the residents apart. If the complaint amounts to a breach of the rental agreement or the Crime Free Lease Addendum, and one resident is willing to write a complaint and testify in court, you may want to serve the notice even though you were not an eyewitness to the event. Let the judge decide.

When property managers show a genuine interest in the residents' concerns, it encourages the residents to take ownership of the community. If residents feel their concerns will fall on deaf ears, they will stop bringing issues to management. This is not a good thing, as small problems will often progress to larger ones, and those problems can lead to catastrophes.

Management Property Inspections

A key to active property management is the regular inspection of property common areas and units. Inspections are needed to meet your responsibilities as a landlord and comply with Village property maintenance codes. Regular inspections will assure that units are in a reasonable state of cleanliness and repair and may prevent some types of drug and other illegal activity. Set an inspection schedule such as every quarter or at a minimum every 6 months. Give your tenants at least 12 hours written notice before entering a unit. Use routine unit repairs as an informal method of making unit inspections. Place the requirement for inspections by the landlord in the lease.

Tenant Responsibilities

Tenants also have responsibilities to comply with their lease and to be a positive member of the building and community. In addition to compliance with the lease, tenant responsibilities include:

- Maintain unit and common areas of the property in a safe, clean and healthy manner
- Not commit vandalism to the property or unit
- Not be a nuisance to other tenants or interfere with their use of the unit or common space
- Not use the property for illegal activity
- Use the property for residential purposes and approved home occupations only
- Replace batteries for carbon dioxide and smoke detectors in units when necessary
- Sign the Crime Free Lease Addendum and refrain from criminal and nuisance activity
- Be responsible for the action of guests and invitees
- Be responsible for repairs if the tenant was the direct cause of the repair
- Maintain proper unit occupancy levels

The Illinois Landlord Tenant Act doesn't give the tenant the right to make repairs to units, withhold rent or deduct money from the rent to make repairs, exceptions may be allowed if the property owner receives the proper notice and agrees. Landlords may not lock a tenant out of the unit, shut off utilities or remove the tenant's personal property from the dwelling. If the landlord doesn't serve the proper notice in the appropriate manner when going through an eviction, the court may drop the case.

Tenants are generally expected to perform minor unit maintenance such as replacing light bulbs, keeping the residence clean, changing the smoke alarm battery, removing unit trash, picking up debris, and other activities as agreed to with the landlord. This falls under "reasonable care of the property," and should be contained in a rental agreement. Tenants should also report necessary repairs to units or the cost of repair may become their responsibility. Many times, when residents do not report a problem, it becomes a battle to determine what the owner should pay and what the resident should reimburse to the owner because the initial problem was the owner's but the tenant contributed to the damage.

PART FOUR

Lease Termination

Active management of a property can often prevent the need to terminate a lease and evict a tenant. It is always best to try to prevent litigation by addressing lease issues by:

- Negotiating a catch-up payment plan
- Keep unit in good repair and perform all landlord duties, to avoid rent “set-off”.
- Negotiate early termination of lease to regain possession voluntarily and quickly vs. litigation delays and likelihood of collection on judgment
- Issue a non-renewal letter to the tenant, at least 30 days prior to the end of the lease

When a tenant will not follow lease requirements or is involved in criminal or other disruptive behavior, eviction may be necessary. In Illinois, the law which defines the eviction process is known as the Forcible Entry and Detainer Act. This means that only claims for possession and rents can be heard. The court will not allow unrelated counter claims regarding the operation of the property. Therefore, a Forcible Entry and Detainer action is quick, simple and efficient. In order to ensure that your case is heard quickly, it is important that managers and landlords familiarize themselves with some of the basic procedures for proceeding with a forcible action. The following guideline is meant to answer some basic questions regarding the forcible process.

Eviction Allowed

Eviction is allowed for the following reasons:

- Failure to Pay Rent -- Most Cases
- Violation of lease terms
- Guest not on lease staying for long term
- Tenant damages unit or common areas of property
- Tenant violates crime free addendum or is a nuisance

Reducing the opportunity for criminal activity is not the only goal of this active management and crime free program. Nuisance situations often cause disruptions to the quality of life within a multi-family building. Residents should not unduly or repeatedly disturb their neighbors. Again, as part of the lease, an addendum, or in the community rules, you should clearly spell out what constitutes a violation. A certain number or type of nuisance complaints within a certain period of time (clearly specified) would constitute a lease violation and thus be grounds to serve a 10-day notice of termination. The nature of the complaints will need to be examined closely to determine if they are valid and not the result of a neighbor dispute. Additionally, tenants should understand that they will be held responsible for their own conduct, the conduct of their children and of their guests while on or near the property. You may also suggest to your tenants that they should contact the police for assistance should dangerous or illegal activities occur that is out of their control.

Eviction Prohibited

Eviction is prohibited for the following reasons:

- Landlord does not like a tenant
- Tenant is sick or has a disability
- Tenant is a protected class and has not violated the lease
- Tenant complains about needed repairs to landlord and Village

State of Illinois 5-Step Eviction Process

- Sending the tenant a "notice of eviction"
- Filing a complaint
- The Sheriff serves the summons on the tenant
- Obtaining a court order
- The Sheriff removes the tenant (if necessary)

An attorney is not required to carry out the eviction process; however, an attorney is recommended as some areas of the eviction are very complicated and detailed. The judge will have no choice but to dismiss your lawsuit if proper procedures are not followed.

Step 1. Notice of Eviction

The first step in evicting a tenant in Illinois is delivering the "Notice of Eviction."

Depending on why you are evicting the tenant, Illinois has three different notice periods:

- **Five-Day Notice of Eviction – Non-payment of Rent**
The Five-Day notice is primarily used for non-payment of rent, although it can be used for illegal drug activity. It gives the tenant five days to pay the rent and late fees, or vacate the premises. The notice should state the reason for eviction. Accepting partial payments during the 5 day period may void the notice.
- **Ten-Day Notice of Eviction – Violating Lease Terms**
The Ten-Day Notice is used if the landlord needs to evict the tenant for violating the terms of the lease, such as unauthorized pets, illegal activity, disturbing the peace, damage to property, etc. Although it may also be used for non-payment of rent. Generally in Illinois, the tenant does not have the right to cure the lease violation and stay in the property.
- **Thirty-Day Notice – Month-to-Month**
If the tenant is on a month-to-month lease or an oral lease, the landlord can terminate the lease for any or no reason by simply giving a 30-Day Notice. If the tenant does not leave after 30 days, the landlord must file a complaint to move forward with eviction.

Delivering the Notice

A copy of the notice may be delivered in the following ways:

- Personally handing the notice to the tenant
- Giving the notice to someone who is at least 13 years old and who is at the tenant's home
- Mail the notice by certified mail with a return receipt from the tenant
- Leaving the notice on the ground in front of the tenant if they refuse to accept it
- Posting the Notice of the door of the premises if nobody is living there

Do not use the original notarized copy for posting as it should be brought to court.

An Affidavit of Service is a document the landlord must sign in front of a notary, by which the landlord is swearing that he properly delivered or "served" the tenant. This form is included with the Illinois Eviction Notice and will be necessary if you have to file a complaint against a tenant for eviction (next step).

Step 2. Filing the Complaint

If after receiving the Notice of Eviction the tenant has not paid the rent or corrected the lease violation (if they have that option), then the landlord must sue the tenant for eviction by filing a complaint with the County Clerk's Office in the county where the property is located. The County Clerk's Office will have an eviction complaint and summons for the landlord to fill out and file. There will be a filing fee when the landlord files this. The clerk will then give the landlord a copy of the summons and complaint for him to take to the sheriff's office to be delivered to the tenant. Most evictions in Skokie are filed in the Second Municipal District Courthouse located on Old Orchard Road in Skokie.

Step 3. Summons

The summons is what the sheriff delivers to the tenant telling them that they have been sued for eviction. When the landlord files the complaint, the County Clerk will instruct the landlord to take a copy of the complaint and summons to the sheriff's office. The sheriff will then deliver the summons to the tenant or you may appoint a special process server. The summons can be personally served or posted.

Step 4. Court Date

When the landlord files the complaint, the clerk will give him a court date. The landlord must show up for this court date. There are several documents that are absolutely essential to an eviction case. These documents should be brought to every single court call and these documents include: an executed copy of the lease, a signed copy of your notice, a copy of your complaint, a copy of your proof of proper service on the defendant and any other documents that support your claim against the tenant. If your claim is for non-payment of rents, be sure and have a list of payments that have been made by the tenant. You will find that forcible entry court is what is commonly called a "high volume" courtroom. There may be thirty or forty cases on a typical morning court call. Be observant of the cases that are called before you. You will find that each judge has his or her own procedures. Try to organize your documents in a way that will complement the judge's procedures. The landlord must tell the judge why he is entitled to possession of the property and why the tenant should be evicted (non-payment of rent, etc.). If the tenant does not show up, it is likely that the landlord will win by default, and the judge will grant the landlord an Order for Eviction. If the tenant does show up, the judge will rule after hearing both sides. After winning an Order for Eviction, the judge usually gives the tenant 14 to 21 days to move.

Step 5. Sheriff Removal

If a tenant still has not moved after the fixed time ordered by the court in the Order for Eviction, the landlord must go to the sheriff. The sheriff might require a deposit or fee, but will ultimately carry out the Order for Eviction and physically remove the tenant.

Landlord's (Plaintiff's) Guide to Eviction Procedure from the Sheriff's Website

Filing with the Sheriff

- All orders must be filed at the Sheriff's Eviction Office in room 701 of the Richard J. Daley Center.
- There is a non-refundable filing fee of \$60.50 which must be paid in the form of a check, money order or cashier's check. This fee is subject to change.
- Two certified copies and two additional copies of the court order are required at the time of filing
- At the time of filing the plaintiff/plaintiff's attorney will be required to complete an Eviction Disclosure Form which includes information on the origins of the eviction case and information relative to the parties being evicted.

Scheduling

- Evictions are generally scheduled in order of filing and are separated into geographical areas.
- Eviction scheduling information is available on the Cook County Sheriff's Website at <http://www.cookcountysheriff.com>. Click on "Evictions Schedule" to view the schedule for the current day and next business day.
- The plaintiff/plaintiff's attorney will receive a telephone call from the sheriff's office one working day prior to their eviction to notify of the date and time block the eviction is scheduled for.
- An accurate and legible telephone number for contact is necessary to prevent delays in enforcement of your eviction.
- Motions, bankruptcies, or other court orders filed by the defendant can have an effect on the enforceability of an Order for Possession. The plaintiff must provide all the proper documents to this office for the order to be enforced.

The Day of Eviction

- A representative of the plaintiff must be present on the day of the eviction.
- The representative must meet sheriff's personnel outside of the eviction site. Sheriff's personnel will arrive in marked vehicles and are easily identifiable. Approach the deputies and identify yourself as the plaintiff or plaintiff's representative.
- You will be required to identify the entry door to the property to be evicted.
- You will be required to sign our document authorizing forced entry when entry cannot be gained by other means.
- Sheriff's personnel will remove all persons ordered evicted from the premise, but will not remove personal property.
- Upon completion of the eviction Sheriff's personnel will tender possession of the real property to the plaintiff's representative and post a "No Trespassing" order on the door.

Cancellations, Delays and Re-Scheduling

- Evictions are cancelled in extreme weather conditions by court order.
- A non-refundable \$60.00 re-scheduling fee will be charged for evictions called-off at the eviction site and/or when the plaintiff fails to appear, in person or by representative on the day of the eviction. This fee is subject to change.

- An eviction will not be re-scheduled until this fee is paid.

PART FIVE

Village of Skokie Inspection Program

The Village has been inspecting multiple unit residential properties since the mid-1970s. The purpose of the inspection program is to ensure the safety of living conditions, maintain property values, neighborhood preservation and esthetics and code compliance in the Village. A multi-department comprehensive approach is taken for the inspection process. Inspections are conducted by Community Development, Fire, Health, and Public Works Departments. The Police Department also will be involved with inspections through the Crime Prevention through Environmental Design (CPTED) program and Certified Landlord Program. Primary inspection departments for residential rental properties are Environmental Health and Property Standards Divisions. Both divisions are staffed with professional inspectors.

- The Health Department has three licensed Environmental Health Practitioners and one Environmental Health Officer. The contact number is 847/933-8484.
- Property Standards has three certified Property Code Inspectors. The contact number is 847/933-8224.

The primary codes enforced by the Village during rental property inspections are the Health Code and the 2012 International Property Maintenance Code. These codes are updated on a regular basis. Inspectors also respond to complaints from landlords and tenants. The Village and its inspectors are committed to working with property owners to resolve problems and address neighborhood issues. The Village performs three types of rental property inspections: the Regular Inspection Program, the Rental Unit Inspection upon Sale, and the CPTED Inspection.

Regular Inspection Program

The Village inspects every multiple family residential building, townhouse and duplex at least once every two years for code compliance. The exterior and all common interior areas are inspected. All inspections are made by appointment only. The interior of units are only inspected on the request of property owners and tenants or prior to the sale of the property. The Property Standards Division will contact the property owner/manager as to the date and time of the inspection. Typical inspection items are as follows:

Exterior Inspection Items

- Garbage Areas
- Clutter/Debris
- Landscape Waste/Compost/Firewood
- Weeds/Grass/Landscaping
- Rats/Rodents
- Addresses
- Knox Boxes
- Roofs/Chimneys/Downspouts
- Peeling Paint
- Exterior Foundations and Foundation Walls
- Porches/Stairs
- Handrails/Guardrails

- Windows and Screens
- Accessory Structures – Fences, Garages, Sheds
- Exterior Lighting
- Driveways, Parking Lots and Sidewalk
- Outdoor Vehicle Storage
- Snow and Ice Removal

Interior Inspection Items

- Smoke Alarms
- Carbon Monoxide Detectors
- Fire Alarms and Sprinklers (where required)
- Fire Extinguishers
- Egress Paths
- Interior Halls and Stairwells
- Electrical Systems and Panels
- Ground Fault Electrical Sockets
- Doors and Door Lock Hardware
- Heating Systems – Furnace or Boilers
- Plumbing Systems
- Evidence of Pests or Rodent
- General Condition of Common Areas

Rental Unit Inspection upon Sale

Prior to a multi-unit building or residential rental unit being sold, an inspection must be conducted by the Property Standards Division. Any code violations discovered during the inspection must be corrected. Inspections will include all common exterior and interior areas of the property and building and the interior of all dwelling units. The Village of Skokie will not issue property transfer stamps until any violations discovered during the inspection are brought into compliance or a cash bond is posted covering the cost of bringing the property into compliance.

1. How do I schedule an upon-sale rental property inspection?

The property owner must complete and file an application with the Property Standards Division of the Community Development Department. An application for the Inspection upon Sale may be obtained from the Village website at www.skokie.org or by visiting the Property Standards or Village Clerk's offices at Skokie Village Hall. This application form may be submitted in person or by mail.

2. What is fee for the inspection?

The inspection fee is \$50 for the first unit and \$25 for each additional unit.

3. How do I schedule an appointment for an inspection?

At the time that you submit your completed inspection application request and fee to the Property Standards Division, please call the office at 847/ 933-8224 to setup an inspection date and time. The request for an inspection must be made not less than 28 days prior to the closing for the sale and may be made prior to offering the building or unit for sale. The initial Village inspection and report must be dated no more than 180 days prior to the date of closing and dated no later than the day of the closing prior to the purchase of Transfer Stamps.

4. What should I do if code violations are found during the inspection?

After the Village Property Standards Division inspects your property you will receive a written report that will specifically indicate any violations that are found. If there are no violations the Village Clerk's Office will be informed and you will be able to purchase Transfer Stamps required for the sale of the property. If violations are found they must be corrected by the owner. Once the repairs are completed notify the Property Standards Division which will conduct a re-inspection within three business days and issue a determination.



**Village of Skokie
Property Standards Division
5127 Oakton Street
Skokie, IL 60077**

(847) 933-8224 • Fax (847) 933-8224
WWW.SKOKIE.ORG

Official Use:	
Fee Amount	_____
Fee Paid	_____
Inspection Date	_____
Approved _____ Denied _____	
Corrections bond posted \$	_____

RENTAL UNIT PRE-SALE INSPECTION APPLICATION

Please Print or Type

Every rental unit and building is required to be inspected by the Village Property Standards Division prior to the issuance of transfer stamps for the sale of the property. This application must be completed and signed by the current Property Owner. Please submit the completed application with the required payment to the Village of Skokie at the location listed above. The request for an inspection must be submitted at least 28 days prior to the sale closing date. Inspection reports are valid only for a 180 day period. For more information contact the Property Standards Division at 847/933-8224 or visit the Village's website www.skokie.org.

Rental Property Address: _____

OWNERSHIP INFORMATION (all information must be provided)

Property Owner Name: _____

Address: _____ Phone: _____ Cell Landline

City, State, Zip: _____ email: _____

PURCHASER INFORMATION (all information must be provided)

Property Owner Name: _____

Address: _____ Phone: _____ Cell Landline

City, State, Zip: _____ email: _____

RENTAL PROPERTY DESCRIPTION (Please check one)

rental apartment building single-family/townhouse/duplex rental condo/co-op unit (4-unit building or less)

INSPECTION FEE \$50 for the first unit plus \$25 for each additional unit = Total Due \$ _____

INSPECTION DATE REQUESTED Month/Day/Year _____ / _____ / _____ Time _____

All of the information provided in this application is true and correct to the best of my knowledge. If there are any changes in the information provided on this application, it is my responsibility to notify the Village of Skokie Property Standards Division prior to the sale of the property.

Property Owner Signature _____ Date _____



Rental Unit Pre-Sale Inspection
 Property Standards Division (847) 933-8223 www.skokie.org

<u>Address:</u>		<u>Owner Name:</u>		<u>Inspector:</u>	<u>Date:</u>
Part 1 Exterior Inspection		Pass	Fail	N/A	Comments
Address Numbers (front and rear)					
Refuse Site and Cans (free of debris, cans in good repair)					
Accessory Structures (in good repair)					
Driveways / Sidewalks (in good repair)					
Inoperable/Unlicensed Vehicles					
Weeds/Tall Grass/Exposed Dirt (Less than 6")					
Exterior Lighting					
Rear Porches (in good repair, no structural defects)					
Peeling Paint on Exterior Surfaces					
Exterior Walls and Chimney (in good repair)					
Gutters and Downspouts (in good repair)					
Windows and Screens (in good repair)					
Required Parking Surfaces (approved hard surface)					
Rodent Harborage					
Rear Porch Modification (if required by rodent abatement)					
Part 2 Interior Common and Units					
Smoke Detectors (one in each unit sleeping room) (one in each unit hallway) (one on each stairway landing)					
Carbon Monoxide Detector (one in each unit hallway)					
GFCI outlets (bathrooms, kitchen, laundry)					
Electrical System (in good repair)					
Heating System (in good repair)					
Plumbing System (in good repair)					
Door / Window Locks / 180 deg. Eyeviewer (in good repair)					
General Unit Interior (walls, ceilings, floors counters, cabinets)					
Occupancy Load (max 2 per bedroom)					
Infestation (certified pest free)					
Tenant Information (required to be on file)					
Other Comments					

Certified Landlord Program

One of the key components of the program is the voluntary Certified Landlord Program. This program was initiated to recognize good property owners/managers in a manner that could be advertised to the public. The Village also offers a Gold Certification program that is awarded to landlords who go through the additional optional training offered by the Police Department as part of the national Crime-Free Program.

1. How do I register to obtain a Certified Landlord Designation?

The property owner must complete and file an application with the Property Standards Division of the Community Development Department. This application form may be submitted in person or by mail. Each year, after the initial certification, a certification renewal notice will be sent to the property owner or agent in April that must be returned to the Village by May 1. The certification will only be renewed if program requirements continue to be met.

2. What requirements must be met to become a Certified Landlord?

- The rental property must be inspected each year and be in substantial compliance with code requirements at the most recent regular inspection by the Property Standards Division.
- Owner agrees to allow the Property Standards Division, in addition to the regular inspection program, to inspect each rental unit to confirm that there are working smoke and CO detectors and GFI outlets installed where required.
- Owner or operator has successfully completed a Village landlord seminar.
- Owner agrees to submit the residential rental property to a security audit performed by the Neighborhood Standards Officer and is in substantial compliance as of the most recent audit.
- Owner or operator has contact information posted in compliance with Village requirements.

3. Is there a fee to become a Certified Landlord?

There is no fee. The Village offers the certification program to encourage and promote well-operated rental properties.

4. What is the owner identification posting?

The owner is required to post a weather-proof sign with his or her name and an active phone number in the multi-unit building's exterior or common area next to the front door. The sign shall be at least 8 inches by 10 inches in size. Owner-occupied buildings with four units or less are exempt.

5. How can the Landlord Certification be used?

The owner or operator can use the Certified Landlord designation in advertisements to assure potential renters that the property will be well managed. The Certification applies only to the owner or operator and not the property or unit and cannot be used in advertisements to imply the quality of the unit or property.

6. What does a landlord need to do to obtain the Gold Landlord Certification from the Police Department?

A landlord or agent can obtain the Gold Landlord Certification by first becoming a Village Certified Landlord and then completing the third phase of the International Crime Free Housing Program, which includes initiating a Safety Social attended by tenants within the property. This can include a celebration with refreshments, sponsored by the owner or operator, acknowledging the completion of all three phases. The social event could also include a presentation or question and answer session with the Skokie Police Department. Once this certification is achieved, full copyright usage of the Crime Free Housing logos are allowed to be used on published materials and/or signage associated with the program.

PART SIX

Crime Prevention

Does It Work?

Many people feel helpless against crime, because too often crime is seen as an inevitable part of our society. It has been said, "If a criminal WANTS to get you, he'll get you!" This belief leads to helplessness, fear and apathy. Apathy is one of the most dangerous elements in society today. When law-abiding citizens refuse to go outside after dark, they have voluntarily turned over their neighborhoods to the ones perpetrating crimes.

Criminals Are Like Weeds

Many times a community will not battle crime because they feel they cannot be successful. Often, people view dangerous criminals like a large rock that cannot be moved, or even be budged. Dangerous criminals are not like rocks; they are more like plants. Unlike an inanimate rock, a plant will grow. A weed can best illustrate this. As a weed grows, it roots, it sprouts and it chokes out healthy plants. A single weed quickly overtakes an entire garden. When criminal activity is allowed to flourish, the effect is the same.



The typical police approach to crime is reactive. Once a crime has been committed, the police officer responds, writes a police report and begins the preliminary investigation. It is certainly more humane and cost effective to prevent a crime from even occurring. Crime Prevention is the proactive side of law enforcement. Crime prevention is more desirable because it addresses the potential for crime before it becomes a serious problem.

Unfortunately, many people don't address crime situations until it is too late. (A good example is the victim of a burglary that suddenly becomes interested in home security systems.)

Once a crime problem has gotten too large, it is often easier to run away than face it. Equate the crime problem to killing a dinosaur. The easiest way to kill a dinosaur is while it is in the egg. Once the dinosaur is given the opportunity to grow, it will become progressively harder to defeat. The same is true regarding criminal activity.

Understanding Crime Prevention

To prevent crime, you need to understand crime, and you need to understand the criminal mind. When you think of criminals, think of predators. Most criminals are like predators, looking for easy victims.

When you think of predators you might think of the lion. When the lion is hungry, she will go out to stalk her prey. The lion knows the watering hole is a good place to find food, as this is where all the animals come to get water. The lion is a skilled hunter. She knows the best approach is from downwind. This way she can smell the herd, but they cannot smell her. The lion is also careful to approach slowly, staying low in the tall grass to avoid detection.

At just the right moment, the lion pounces into the herd. The lion does not run past the injured, the diseased or slowest ones in favor of the strongest one at the lead of the pack. In fact, it usually is the one that is injured, sick or simply not paying that gets attacked. This is called survival of the fittest or thinning the herd.

The two-legged urban breed of predator, the criminal, works the same way. They stalk their victims, looking for the easy prey. To be successful against an attack, you don't necessarily have to be the strongest one, but you don't want to be the weakest.

Lions only hunt when hungry; but criminals are always a danger. This is why crime prevention is so important. Crime prevention is a shared responsibility. It cannot be imposed upon a community. Crime is a community problem -- crime prevention must be a community effort.

Risk (Loss) Management

When assessing the potential for crime, it is important to decide whether to accept the risk (risk acceptance), without investing in counter measures, or to take sometimes costly steps to reduce the risk (risk transference). Transferring the risk may involve spending a little money now to save much more later on.

There are other less expensive ways to prevent crime. This includes the removal of the elements necessary for a crime to occur (risk avoidance). There are also ways to reduce the risk, or spread the risk to reduce losses. The following page demonstrates the types of risk management.

MANAGING YOUR RISKS

Several Types of Risk Management

1. Risk Avoidance:

Avoid the risk completely by terminating any activity that may be vulnerable to that risk.

2. Risk Reduction:

Reduce your risk by locking your doors, rolling up your windows and removing your valuables from plain view. Risk reduction is the use of one's common sense.

3. Risk Transference:

Spend a little bit of money now to save a lot of money later. This is a difficult approach for most people because they generally don't want to part with their money. Purchasing insurance or requiring a renter to obtain renters insurance is a form of risk transference.

4. Risk Spreading:

Spread your risk around to ensure ALL is not lost. Putting items of value in different hiding places, securing heirlooms or precious metals in safety deposit boxes as opposed to the top dresser drawer in the master bedroom.

5. Risk Acceptance:

You accept the risk associated with crime. This will cost you nothing because you will do nothing. If you accept the risks you must also accept the liability that inevitably comes with risk.

**Scenario One
(Eliminate TARGET)**



If a car thief comes to an apartment community to steal a Corvette, the desire is there. If all of the residents are inside their rental units, now the opportunity is there. But if there is not a Corvette on the property, you will not have a crime because there is no target.

**Scenario Two
(Eliminate DESIRE)**



If a person sees a Corvette, the target, and all of the residents are in their apartments, allowing the opportunity for crime, but the person who sees the Corvette has no desire to steal the car, again, you will have no crime.

**Scenario Three
(Eliminate OPPORTUNITY)**



If a person comes to the property with the desire to steal the Corvette, and sees the perfect target, but the residents of the apartment community are out in the recreation and common areas, this will reduce or eliminate the opportunity.

The CRIME FREE MULTI-HOUSING PROGRAM is effective because it addresses all three elements: target, desire and opportunity. To eliminate the target, we teach how to “target harden”. To eliminate opportunity, we train residents to be the ‘eyes and ears’ of the community, and to eliminate the desire, a concerted effort is made to keep those with criminal intent from trespassing, visiting or living at the property.

Set Rules

If a person knows that rules are clearly stated and enforced, they are less likely to move into a community to commit criminal activity. Have a back-up plan to discourage the more determined individuals.

By careful screening and active management principles addressed in the CRIME FREE MULTI-HOUSING PROGRAM, the criminal activity among residents and visitors can be virtually eliminated.

It is not uncommon to see once distressed properties show a 70% - 90% decrease in police calls for service, as a result of the CRIME FREE MULTI-HOUSING PROGRAM.

Village of Skokie Rental Demographics

The Village of Skokie as of the 2010 census has 6,483 multi-family rental units. The average household size was 2.62 with about 17,300 people in multi-family housing. If the total population was roughly 65,000 residents that would mean 26.50% of the population was living in multi-family housing. At first glance, it does not appear that a large portion of people live in rental units. As a manager, one must always take into account that those 17,283 residents live in very close quarters with other residents. Many residents do not have a backyard, or a garage, or a basement. These residents will be using your property, common area, playground, swimming pool, and other common areas to spend their time. There is a decrease in the level of responsibility and ownership when renting units, as opposed to owning them. You are responsible for repairs, safety, upkeep, and all other matters. When you view the residents in this manner, 17,283 people can cause a lot of damage, and cost a management company or owner a lot of money. While not a hard, fast rule, but statistically, a criminal is less likely to be able to purchase a home of their own, they will need to rent.

Every rental property wants more police patrol, and more attention, the fact of the matter is, there are never going to be enough police officers to go around all the time. Even if the beat officer in your area did not receive a call for service all shift long, the officer would only be able to patrol your complex at the most three times during one shift. The officer has responsibilities to other areas as well, and must equally patrol their beat. With a population so high in such a small area, it is your responsibility to recognize problems and work cooperatively with the police department to help resolve those issues. If there is always the opinion that it is the responsibility of the police, then there again is no ownership, and with no ownership, there is no resolution. Since the police cannot be on the property 24 hours a day, you are a useful tool in informing them of any situations on the property.

Target Hardening

Sometimes you cannot remove a target. But you can harden the target. Target hardening involves the use of locks, electronic devices, or other hardware that will detect, deny, delay or deter the criminal (away from the intended target). Target hardening is directed to all structures, vehicles and personal property within the rental community.

- **Detect:**
By utilizing good security techniques, you can cause the person to make more noise, which will increase the risk of detection. This may also persuade the person not to commit the crime.
- **Deny:**
By engraving valuables, using security electronic equipment, or by moving other valuables out of view, you can remove the rewards received from a crime opportunity. If the rewards are not there, this may persuade the person not to commit the crime.
- **Delay:**
Many times crimes are committed because of an easy opportunity. By using good crime prevention techniques you can increase the time and effort needed to commit the crime. This may persuade the person not to commit the crime.
- **Deter:**
By utilizing the previous three techniques, you may prevent a crime from happening by deterring the criminal from the property to an easier target elsewhere.

Managing Crime Problems

1. How do properties encourage crime?

Allowing anyone, regardless of criminal history to live on the property; failing to inspect the property throughout the year; not enforcing the lease agreement; and failing to have a crime free lease addendum signed.

2. How do properties discourage crime?

Holding residents accountable for their actions; utilizing and enforcing a crime free lease addendum; screening prospective renters before allowing them to sign a lease and working cooperatively with law enforcement to remove a renter after they have committed a crime or violated a lease agreement.

PART SEVEN

What Is the Crime Free Multi-Housing Program?

Where It Began

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

How It Works

The CRIME FREE MULTI-HOUSING PROGRAM is a unique, three-phase certification program for rental properties of all sizes, including single family rental homes. The first phase is the completion of an eight-hour program taught by attorneys, police and fire personnel. Frequently, guest speakers will also attend to address specific topics relating to rental properties. This police-sponsored program is designed to be very easy, yet extremely effective, at reducing criminal activity in rental properties.

The CRIME FREE MULTI-HOUSING PROGRAM addresses these topics:

- Understanding Crime Prevention
- CPTED Concepts
- The Application Process
- Common Sense Self Defense
- Community Rules/Leases
- Apartment Communities/Not Complexes
- Active Property Management
- Combating Crime Problems
- Police: To Serve and Protect?
- Partnership with the Fire Department
- Dealing with Non-Compliance

Typically, the CRIME FREE MULTI-HOUSING PROGRAM is taught during a single eight-hour day. Some police agencies will sponsor two four-hour training sessions. The program is designed to be flexible, as many communities have differing needs. In Skokie, landlords are required to attend one training session of less than four hours. More sessions will be required for repeat code violations and nuisance complaints at rental properties. Landlords who are in full compliance will not be required to attend additional training.

Who Should Attend?

Property owners, managers, leasing staff, maintenance personnel and others in the management team should attend the entire training program. It is also recommended that police officers attend the training to understand the civil nature of rental communities, and to establish a rapport with managers of rental properties.

Phase One: Training

After completion of the training program, each participant will receive a certificate which has been signed by the Skokie Police Chief. The certificate is also signed by the program coordinator of the CRIME FREE MULTI-HOUSING PROGRAM, who sponsors the training.

This red certificate is to be immediately framed and displayed in the leasing office or in a prominent place where applicants are sure to see it. Prospective residents should be told as soon as possible that the property management is working with the police to keep the community healthy. If there is no leasing office, a certificate can be displayed in a 3-ring notebook with other materials used in the CRIME FREE MULTI-HOUSING PROGRAM. The manager or owner should show the notebook to prospective residents.

Participating managers should also begin immediate implementation of the Crime Free Lease Addendum, which is the backbone of the CRIME FREE MULTI-HOUSING PROGRAM and the Village of Skokie Neighborhood Integrity program. This addendum to the lease cites specific actions that will be taken by management if a resident, or somebody under the resident's control, is involved in illegal or dangerous activity on or near the rental property. A copy of this addendum is included in this manual.

If the management is conducting a background check that includes credit and criminal information, the applicant should be informed before they turn in the application or pay any fees or deposits. Every prospective resident must be treated exactly the same as the others. It is important to develop office policies to ensure this.

Phase Two: CPTED Inspection

In the second phase of the program a representative of the police department will inspect the rental property to assess physical security and general appearance of the property. If the property meets the agency's requirements, they will be given a second certificate signed by the Skokie Police Chief.

This blue certificate will certify the property has met the minimum-security requirements of the CRIME FREE MULTI-HOUSING PROGRAM. The minimum-security requirements are:

MANDATORY CPTED SECURITY REQUIREMENTS FOR CERTIFICATION:

1. Dead Bolts (no less than 1.5 inches in length
2. Eye Viewers on all front and rear entry doors
3. Security Strike Plate (no less than 3 in. screws)
4. Secondary window/sliding door locks
5. Numeric Address clearly displayed in the front and rear of the building
6. Adequate Maintenance
7. Appropriate Lighting (inside/outside)
8. Appropriate Landscaping
9. Graffiti Removal

Phase Three: Safety Social

In the third and final phase of the program, the sponsoring law enforcement agency will conduct a Safety Social for residents at the rental property. This will include information about general safety principles and crime prevention, including Neighborhood Watch information. This will also give law enforcement the opportunity to explain the CRIME FREE MULTI-HOUSING PROGRAM to the residents of the rental community.

Management is responsible for providing food, non-alcoholic drinks and entertainment for this event. It is also recommended that property managers raffle door prizes as an added incentive to draw residents to the meeting. It is necessary to conduct at least one (1) meeting per year to maintain membership in the CRIME FREE MULTI-HOUSING PROGRAM.

A green certificate will be issued at the Safety Social to demonstrate to the residents that management is committed, and has completed all three phases of the program.

Full Certification

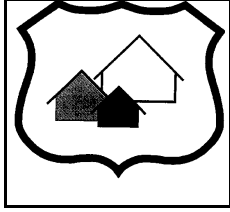
Once fully certified, the property manager will receive a gold certificate. (This certificate is the only certificate that has an expiration date. It is renewed each year after the subsequent Safety Social has been conducted.)

After completion of the first safety social, the management can post the CRIME FREE MULTI-HOUSING PROGRAM signs on the property. It is recommended that one sign be posted at each entrance to the property where prospective residents will see them.

Sign Registration

There is a one-time registration fee for each sign (to cover costs). The sign is the property of the Skokie Police Department, and permission to display the sign can be revoked if the property is sold, participation is terminated by the police department or management no longer wishes to participate in the CRIME FREE MULTI-HOUSING PROGRAM.





An added incentive to reach full certification is the use of the CRIME FREE MULTI-HOUSING PROGRAM logo in all appropriate advertisements, as well as on company letterheads, business cards and associated paperwork.

This logo has achieved a very high level of recognition in the United States and Canada. It has proven very effective in attracting honest residents looking for safe housing. It has worked equally well to discourage those looking for an apartment unit for conducting criminal activities.

Phone-In Requests

An additional advantage to being fully certified is that people can call the Skokie Police Department for a list of fully certified properties.

Maintaining Crime Free Signs

It is the responsibility of the management to maintain and replace all lost or damaged signs. Contact the Crime Free Program Coordinator if this occurs. It is a good idea to use a car wax on signs to prevent them from fading or cracking. The police department may choose to maintain the signs if a budget permits.

Carefully consider how each sign is installed to prevent easy removal. Through bolts can be bent or stripped to prevent removal. Signs can be attached with liquid nails and/or bolted to a building at a height that cannot be reached.

PART EIGHT

Crime Prevention through Environmental Design

CPTED Elements

Crime Prevention through Environmental Design (CPTED) is comprised of four key elements: **Surveillance**, **Access Control**, **Territoriality**, and **Activity Support**. Virtually any property crime can be eliminated by using CPTED

Improve Surveillance

Surveillance is the first element of CPTED Surveillance. It is the ability to look into an area, and the ability to look back out. It can be formal or informal. Formal surveillance is generally organized, while informal surveillance is naturally occurring. **NOTE: You should observe your property from all locations, keeping in mind whether you can see into and out of the property.** Keep in mind that residents and staff are formal surveillance partners, and that neighbors or visitors to your property will conduct informal surveillance of your property. Remove anything that hinders surveillance. There are three types of surveillance to consider: Natural, Mechanical and Organized. The best plan will involve some combination of all three types of surveillance.

Natural Surveillance is naturally occurring. As people are moving around an area, they will be able to observe what is going on around them, provided the area is open and well-lighted. Natural Surveillance is typically free of cost, but observers may choose not to get involved in any situation that may pose a potential threat to themselves or others.

When considering surveillance of your property, remember that casual observers from neighboring properties might be willing to report suspicious activity. All you need to do is ask! It is a great idea to ask them to join with your Block Watch meeting and safety socials.

Mechanical Surveillance employs the use of cameras, mirrors and other equipment that allows an individual to monitor a remote area. Mechanical Surveillance usually involves the purchase of moderately inexpensive mirrors to the more expensive electronic devices, such as closed circuit television.

NOTE: Once the equipment is purchased, maintenance of the devices must be considered.

Organized Surveillance includes security patrols and other people who are organized to watch a targeted area. While this is the most effective deterrent to crime, it is also the least cost effective. While it may be necessary to employ security patrols or off-duty police officers, once the patrols are discontinued there is generally nothing left to show for your investment.

Improve Access Control

Access Control is the second element in CPTED because many criminals look for an easy escape, limiting access into an area and back out again is a great way to deter criminal activity. Access Control can be demonstrated by having one way into and out of a location, such as a security post or the use of mechanical gates. Others who use alternative methods to enter an area look suspicious, risk detection and sense an increased risk of apprehension.

It is important to assess how the intended users are entering the property. It is equally important to assess how the non-intended users are entering the property as well. Look at perimeter fencing for damage. Look for footprints in the dirt and gravel. Check for wear patterns in grassy areas. Determining the weak points will be the first step to correcting the problem.

There are three types of Access Controls to consider: Natural (or Environmental), Mechanical and Organized.

Natural/Environmental Access Control involves the use of the environment. To keep trespassers from climbing over walls for instance, you could plant a hearty cactus in the area where it will be highly visible. The use of dirt berms or large rocks can also keep unwanted visitors from entering onto private property and vacant lots.

Mechanical Access Control includes the use of security gates, which have proven very effective at reducing auto thefts, burglaries and drive-by shootings. Most perpetrators of these crimes do not want to exit the way they entered as it gives witnesses the opportunity to record license plates and get better suspect information.

Organized Access Control entails the use of security or courtesy patrol to monitor those entering the property. Distribution of parking permits, affixed to registered vehicles, will identify which vehicles belong to the residents. Vehicles should not be allowed to back into parking spaces, so that parking permits will be visible at all times.

Improve Territoriality

Territoriality is the third element in CPTED. Territoriality is a psychological impression that people get when they look at the property. If management displays good territoriality, it will influence the community to respect the property as well. Good territoriality demonstrates a sense of ownership, alerting potential offenders that they don't belong there and they will be seen and reported, because undesirable behavior will not be tolerated. It has two principle components: Defensible Space and Maintenance.

Defensible Space is divided into four (4) categories: Public, Semi-public, Semi-private, and Private.

1. Public areas are typically the least defensible. A car driving on a public street would not automatically arouse suspicion.
2. Semi-public areas might include a cul-de-sac. If there are only five homes in the circle, a driver would be expected to stop at one of the five homes or leave the area.

3. Semi-private areas might include sidewalks or common areas around residential areas. While most people may not confront a stranger in a common area, they are likely to call the police if the person does not appear to belong there.
4. Private areas are different in rental communities than in single-family home neighborhoods. In a typical apartment the private area may not begin until you actually enter into the unit. This is especially true if several units share a common balcony or stairways. In a single-family home neighborhood, many owners consider their front yard to be private or defensible space.

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

Maintenance is another key issue for Territoriality. Properties that are clean and well maintained are more likely to attract residents who take pride in their community. This also promotes confidence in the management team.

If you and a resident agree to improvements or repairs on the rental unit, make sure the details are in writing and signed by both parties. All improvements to the property must be approved ahead of time, by the landlord, especially if the tenant expects to be reimbursed for materials and/or labor. Keep receipts and records of the time and money spent.

Improve Activity Support

Activity Support is the fourth element in CPTED. This involves the appropriate use of recreational facilities and common areas. The objective is to fill the area with legitimate users so the abusers will leave.

It may be difficult to believe that filling an area with legitimate users will cause the deviant users, or abusers, to leave. But the opposite is also true. If you fill an area with deviant users, the legitimate users will withdraw.

To promote activity support, utilize common areas effectively. By incorporating arbors, porches, picnic areas, and other amenities into open areas, the legitimate users will maintain ownership of the property.

CPTED Lighting

In recreational areas, utilize proper lighting techniques and establish community rules to encourage the proper and safe use of the facilities. For laundry facilities, exercise and game rooms, maintain un-obscured visibility for the intended users.



These before and after photographs illustrates the importance of surveillance. In the first photograph it is clear that the overgrown trees block the view of the front entrance. This hinders safety/visibility for the residents, visitors and police officers. The second photo clearly shows the entrance to the building is now visible and enhances the beauty of the property.

Lighting by itself does not prevent crime. Many times cars are burglarized while parked under a light. Lighting provides the opportunity for choice; the choice to walk forward because you can see clearly that the path is clear and free of danger. If the user can see a potential danger (person hiding, a gang of kids at the corner), they may choose to walk a different way. Lighting can illuminate a target as easily as it provides a legitimate user to see a potential threat or criminal.

Lighting is a powerful tool that management and residents can use to control and reduce the fear and opportunity of crime.

Unless you have formal or informal surveillance of an area, lighting may not always prevent crime. In fact, good lighting without surveillance may actually encourage criminal activity in some cases.

GOALS OF LIGHTING

UNIT LIGHTING SHOULD BE:

- Energy efficient (used consistently)
- Non-tamperable (use special screws)
- Break Resistant Lens (Polycarbonate-Lexan)

BUILDING LIGHTING SHOULD:

- Illuminate building numbers
- Illuminate building accesses
- Illuminate front and back areas
- Illuminate porch lights under control of building, or apartment user.

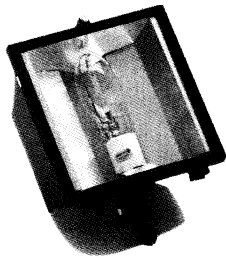
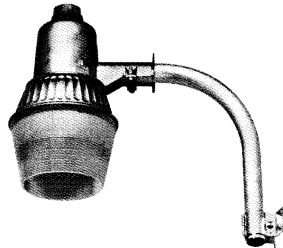
GROUNDS LIGHTING SHOULD:

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

Types of Outdoor Lighting

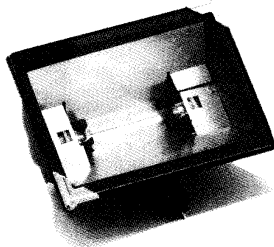
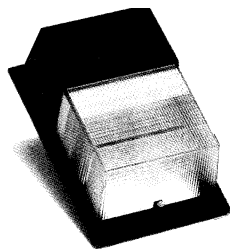
Energy-efficient lighting fixtures help you cut your electric bill. Plus, most products are easy to install because many models come pre-wired and pre-assembled. Each style comes with a lamp and you can also choose to add a photocell on some designs.

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



**High-Pressure
Sodium Flood**
150 watt

**High-Pressure
Sodium Wall Light**
70 watt



TYPES OF LAMPS

High Pressure Sodium, Metal Halide, Mercury Vapor and Self-Ballasted Mercury Lamps are all high intensity electric discharge lamps. Except for self-ballasted lamps, auxiliary equipment such as ballasts and starters must be provided for proper starting and operation of each type, in accordance with American National Standards Institute (ANSI) specifications.

Low Pressure Sodium lamps, although technically not high intensity discharge lamps, are used in many similar applications. As with HID lamps they require auxiliary equipment for proper starting and operation. These lamps, which have efficacies up to 200L/W, have a mixture of neon and argon gas plus sodium metal in the arc tube and an evacuated outer bulb. When voltage is applied to the lamp the arc discharge is through the neon and argon gas. As the sodium metal in the arc tube heats up and vaporizes, the characteristic yellow amber color of sodium is achieved.

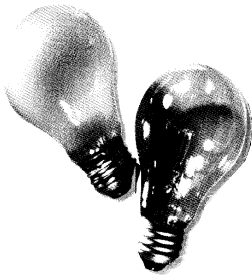
Nominal Wattage of Lamps

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

Voltage Control

An interruption in the power supply or a sudden voltage drop may extinguish the arc. Before the lamp will relight, it must cool sufficiently, reducing the vapor pressure to a point where the arc will restrike with available voltage. Instant restrike lamps restrike immediately with the resumption of power providing approximately 5% of steady state lumens and a rapid warm-up. Other lamps require approximately one minute cooling before relighting. Still other HID types take 3 to 20 minutes, depending on type of lamp and luminaire.

Incandescent Bulbs

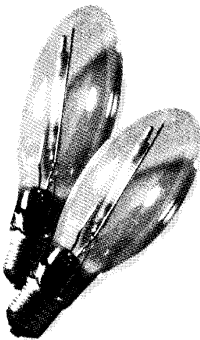


Supreme incandescent bulbs are rated at 5000 hours compared to 750 for regular bulbs. Cooler burn with 85% longer lamp life. Withstands voltage fluctuations, and its brass base offers reduced socket freezing. Frosted or clear, available in

watt varieties.

Flood Light

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



High Pressure Sodium

Hermetically sealed, this high pressure sodium lamp offers 24,000 hours of dependable life. Built for outdoor uses, it absorbs wind and vibration, is insulated against high voltage pulses and has minimal freezing or rusting in the socket. Clear or coated. (For use in high pressure sodium fixtures only.)

COLOR RENDERING

Another key performance characteristic, *color rendering*, is the ability of a light source to represent colors in objects. The relative measure of this ability is color rendering index or CRI which rates lights sources on a scale of 0 to 100.

The higher the CRI, the more vibrant or close to natural the colors of objects appear. For example, a CRI of 0 would come from a sources that provides light without color, much like a black and white television. A CRI of 100 would represent a source that has the rendering capabilities of incandescent light (for sources below 5000K) or Adaylight \cong (for sources above 5000K). CRI is especially important when evaluating fluorescent and HID sources because they have a wide range of CRIs.

Fluorescent Tubes

Cast cool, bright, economical light indoors.

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



PART NINE

Common Sense Self Defense

Awareness Is the Key

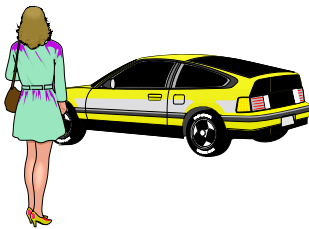
Most crimes can be prevented if there is careful consideration given to measures proven to reduce the likelihood of criminal activity. It is important to assess the types of crimes that have occurred on the property, as well as crimes that have been committed on similar properties. To discount the possibility of crime because “It has never happened before” is not using good sense.



It is imperative to understand the potential for many crimes exists and that steps to prevent those crimes should be taken before they occur. Many times, crime prevention involves keen awareness of the surrounding area, and that doesn't cost a lot of money. Using a buddy system after hours is one inexpensive way to reduce the likelihood of an attack.

Working after Dark

When working late, it is a good idea to have another person in the office or nearby. A person walking to a car alone is much more likely to be attacked than a person who is walking with somebody else is. There is strength in numbers!

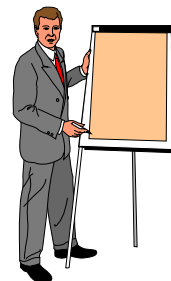


If a person must walk out to their car alone, it is a good idea to have the car as close to the office as possible, reducing the walking distance. Whenever possible, employees (especially employees who may leave after dark) should be given assigned parking spaces closest to the office area, or be allowed to move their vehicles closer before it gets dark.

If this is not possible, assign an area as close as possible which has excellent security lighting that cannot be easily disabled. It is also essential, when trimming bushes or trees, to keep in mind the casual observers who may live or be visiting in the general area. Keeping bushes and trees trimmed and/or removing any objects that may block surveillance of the area or offer a hiding place for an attacker will also allow the casual observer an open field of vision into the area.

Employee Training Programs

Employees should receive training to prepare types of crime situations. Typically, police offer free classes that deal with common sense self- are also private firms that can take the training one offering chemical sprays or other devices to attack.



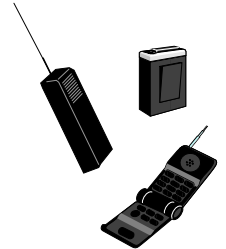
themselves for all departments will defense. There step further, even discourage an



When working alone in an office, an employee should be certain that all doors and windows have been secured. It is a good practice to notify another person when working late as well. There should be a telephone nearby, should they need to call the police or another person for assistance.

Stay in Touch

Cellular telephones and two-way radios are another good way to stay in touch, not only when someone is in the office, but when they have to step out for a moment as well. Pagers are another good way to summon help from maintenance people or grounds keepers. Many property managers have established special codes that can be entered into digital pagers to quickly identify problem situations that may occur.



Armed Robbery Prevention



Armed robbery is a serious concern not often recognized by property managers or leasing staff. It is not uncommon for managers to collect thousands of dollars during the first part of the month. Keep in mind, an armed robber will kill a convenience store clerk for \$50.00 in cash. Many property managers keep much more than this available in the form of petty cash alone.

Earlier, we addressed Risk Management and the option of Risk Acceptance, or accepting the risk. In this case, Risk Transference would involve transferring that risk by purchasing a good safe with a special courier service.

Risk Spreading is a third option in risk management. This involves keeping money in different locations, so even if one safe area is found, the money in other safe areas may go undetected. Another way to spread the risk is to make frequent deposits with smaller amounts per deposit.

Risk Avoidance is a fourth option. Make a No Cash Accepted policy in the office. This can also help to prevent internal theft and embezzlement, by avoiding a situation entirely.

At the very least, property managers should place signs in highly visible areas that say the management will not accept cash and they keep no cash on the premises. Recommended areas are at the front door and at reception or desk areas.

The potential for an armed robbery is not only in the office, but at the night drop as well, and everywhere in between. The potential for the money to be left behind, dropped or stolen is considerably high. Carrying the money makes the risk higher.

MEMO

CRIME FREE ACRES

Apartment Community

TO: All Employees

FROM: Molly Manager

RE: Safety Policy

- All applicants shall be **required to show a state issued or military photo identification card**. This card shall be photocopied and placed in a secure place while the applicant looks at the unit. The identification will be returned immediately afterwards.
- Property managers and agents shall require the applicant to **complete a Guest Information Card** in the applicant's own handwriting. This should include their current address and phone number. (This policy should be posted as well.)
- Property managers and agents shall **notify another person about the showing** before you go and tell them what time you expect to return. If, for whatever reason, you feel in danger, do not take any risks! Trust your instincts! Reschedule the showing for another time when you are more comfortable.
- When showing an apartment to a prospective resident, allow them to enter first. **Position yourself by the nearest exit**. Leave the door open wide until you leave, but be aware for suspicious people lurking outside the unit. NEVER follow the prospect into another room. **If you feel threatened, leave immediately** and call for help.
- Always **keep vacant apartments or model units well secured**. When entering vacant units by yourself, lock the door behind you. It is a good idea to carry a radio or cellular phone with you. If possible, have a staff member accompany you when you make your appointed rounds.
- At the very least, agents should **consider carrying a whistle, personal alarm or self-defense spray**, and know the hazards and limitations of whichever method they choose. Self-defense classes may be another option to consider. Firearms are generally not a good option for many people.
- **Report all suspicious activity to police and management immediately!**

(It is a good idea to have a written policy posted where all applicants will see it.)

PART TEN

Communities, Not Complexes

Not a Complex

Rental properties are not complexes. Complexes are disorders. Rental properties are small communities where people live, and many raise a family. It is important to view each property as a community within a community. Residents need to feel they are a vital part of a healthy community. When residents feel at home, they are more apt to take pride and ownership of the area.

If residents of a rental property are fearful or not familiar with others in that community, many problems can result. Residents will be less likely to report suspicious or illegal activity, and that causes apathy. When apathy pervades, soon drug dealers and other undesirables will begin to take over the area. The only thing necessary for these activities to flourish is for good residents to do nothing to stop it. It doesn't take long for those who perpetrate illegal activity to realize no one is going to report them.

Not a Police Problem

Crime is NOT a police problem. It is a community problem. The police are a part of the community, so this does not exclude the police. It certainly is the police department's role to arrest people involved in illegal activity, but if the management re-rents to others committing criminal acts, the problem does not go away.

For example, if neighbors complain that various types of illegal activity are making a park unsafe for children at play, this is not necessarily a police problem. The police can remove the persons committing crimes in the park, but if the residents don't follow-up by using the park, other illegal activities will soon begin again.

How to Begin

Start with residents that care about their environment. If you promote a strong sense of community concern, residents will not tolerate illegal activity, and are even willing to testify in court about abhorrent behavior among other residents. Remember that criminals are like predators, seeking the easy target. If they are able to scare residents into silence, they can perpetrate the crimes.

As previously stated, one of the most violent elements in society today is apathy. Ignoring a crime problem will allow it to flourish more rapidly. It works the same way as weeds. Ignoring a problem will not make it go away. Usually it will get worse.

Form vs. Function

While a small sports car may be very attractive, it does not offer much protection in an accident. The 1955 sedan that weighs twice as much (or more) will offer better protection. The point is, it doesn't matter how pretty something is. If it isn't safe, it isn't practical.

Property management will spend tens of thousands of dollars to beautify a property, but they will not invest in security lighting. A person looking for a safe place to live may shy away from a property that is too dark, but a drug criminal may choose a property for that very reason.

The key to having a nice apartment community begins with attracting the right residents. If your property is clean and attractive, you are more likely to attract residents who will keep their rental units clean as well. Trimming trees and bushes doesn't have to be expensive. Responsible applicants will come if they feel responsible management is running the property

It is difficult to attract good residents if you have current residents loitering in the parking lots or common areas drinking alcohol or using drugs. People who conduct this kind of behavior will not only prevent good residents from moving in, they will influence your best residents not to renew their lease.

It is a good idea to visit the property at all times of the day and night to see how the residents behave. This is especially important for properties with off-site management or absentee landlords. Don't rely on independent management companies that contract their services. Many times they are chiefly concerned only with collecting the rent.

The Next Step

Once you have attracted the right applicants, be sure to sell them on the benefits of your particular property. It is a great idea to highlight the best features of the property. But keep in mind, many properties have great amenities. You need to appeal to their concerns about safety and security.

While no property manager can guarantee a resident will not be affected by crime, a resident will take great comfort in knowing the property has established a good rapport with the local police. Good prospects will be happy to hear management is a member of the CRIME FREE MULTI-HOUSING PROGRAM. Prospects with a history of drug or other illegal activity may simply say, "Thank you, there is one other place I want to look at first."

Be fair, but be firm in your residency requirements. It's your right. One property manager notorious for her strict guidelines was reported to the attorney general's office for possible discrimination. People from various classes were sent to the property to audit the manager. The report concluded the manager was equally rude to everyone; there was no discrimination, she was just very strict.

Once a resident shows interest in the property, let them know that all residents at the

property have been required to sign the Crime Free Lease Addendum and pass a criminal background check. While this is no guarantee, it does show that management is doing everything they can legally do to reduce the likelihood of criminal activity on the property.

Keep It Going

When residents feel they are a part of a community, they are more likely to work out differences with neighbors. Residents who don't associate with neighbors are much more likely to make complaints to management. People who use rental properties to promote illegal activity prefer to live in properties where residents keep to themselves, and community activities are less frequent. Consider holding occasional social events for tenants with food and maybe prizes to build a sense of community.

By having functions that include all ages, residents begin to put names with faces, and faces with unit numbers. Residents will be less likely to cause problems in an area where they are well known.

PART ELEVEN

Combating Crime Problems

Whose Job Is It?

Property managers get frustrated very quickly when trying to report crime problems to the police. It just seems the police do not show enough interest. If they cared, they would arrest the troublemakers, right? Well, it is not that easy.

Some property managers are viewed as apathetic toward crime. It appears that property managers intentionally rent to anyone, as long as they pay the rent. Some police officers are viewed as apathetic toward problems that arise in rental communities. It appears the police are in too much of a hurry to get to the next call, or the next cup of coffee.

The truth is, there are some property managers and police officers that could do a better job. But the majority of police officers and property managers are doing their level best. There is just the issue of misconceptions about what the police can and cannot do, as well as what the property manager can and cannot do.

The Displacement Theory

If management depends too heavily upon the police to deal with criminal activity on the property, they will likely be disappointed. The police cannot do very much alone. For example, consider the balloon displacement theory.

If a balloon is squeezed from one side, all of the air is displaced to the other side. When the balloon is released, all of the air comes back again. The police have this same effect on crime. The police can respond to a crime problem, apply pressure, and displace the problem. But as soon as they move on to the next area, and they WILL have to, the problem returns.

If a property manager squeezes one side of a balloon, maintenance squeezes another side, the police another side, and residents squeeze from the top and bottom, the balloon will burst. This team can have the same effect on crime. There is strength in numbers! United against crime, the team will always win.

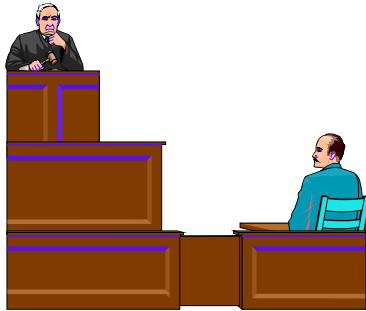
Police officers do not have sufficient training in civil laws regarding landlord/tenant disputes. Frequently, the police expect the property management to do things that just are not allowed. The reverse is true. Many times the police are asked to do things that they are not allowed to do either. Because there is not enough time spent on explaining why a particular action cannot be taken, the other sees this refusal as apathy.

Civil Laws vs. Criminal Laws

To clear up the matter, we first have to see the differences between civil and criminal matters. They have very little in common. In fact, sometimes they have nothing at all in common. Property managers work with the Landlord & Tenant Act (civil laws) while the police work with Illinois criminal laws. The rules and the penalties are entirely different. The amount of evidence a police officer needs for probable cause to make an arrest is much higher than the preponderance of evidence you need as a property manager.

Criminal Law

When you think of criminal laws, think of Perry Mason, the judge and jury. When you think of civil laws, think of Judge Judy. The issues and the procedures are quite different.



In criminal law, the police must have probable cause to arrest someone. Suspicion is not enough. Probable cause is where an officer knows a crime happened, and believes the perpetrator is the one being detained. When an officer begins to question the person who just got arrested, they must tell the suspect about their 'right to remain silent'. The police cannot search an apartment without a warrant, and they are not always easy to obtain.

If the officer is able to build enough evidence to arrest a suspect, there is still no guarantee the prosecutor's office will file charges. If charges are filed, there is no guarantee the person will be brought to a jury trial. If the person is brought to a jury trial, there is no guarantee the jury will convict. If the jury convicts, there is no guarantee the person will go to prison. If the person goes to prison, there is no guarantee they will stay there very long.

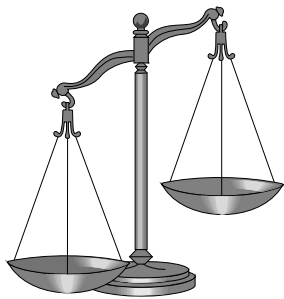
In many cases, plea bargains are made, probation is given, and in some situations, the charges are just dropped. In most cases, the people that get arrested at rental properties do not go to prison. They are released very soon after being arrested, and they go right back home to their apartment.

Civil Law

In civil law, the procedure is much different. Property managers do not need probable cause to question a resident and they do not have to read them their rights. Property managers have the right to enter rental units (as provided by law), and they don't need a search warrant! If the resident has committed a breach of the rental agreement, the resident must appear in court or risk losing the judgment.

In civil court there is not the typical courtroom scenario. You might be surprised not to see a jury. Each person stands before a judge; the judge weighs out both sides of the issue based on the evidence presented, and renders judgment. That's it.

In criminal cases, a jury must be convinced beyond a shadow of a doubt. In civil law, the judge only needs to see a preponderance of evidence. A preponderance of evidence is MUCH less than proof beyond a shadow of a doubt. A preponderance of evidence could be only 51% to win. Proof beyond a shadow of a doubt requires virtually 100% to win the case.



Criminal Preponderance
98%-100%

VS.



Civil Preponderance
51+%

Taking Action

If a resident is conducting illegal activity at the rental property, a criminal conviction may not be as expedient as taking civil action. For instance, if a resident is suspected of selling drugs or gang activity, you should contact the police, but be prepared to take action yourself. There may not be a whole lot the police can do to help you in some cases. Document all of the activities you and others have observed, because you may have more ability to deal with the situation. For example:

Drugs in Apartments

What will you do if an employee in a resident's unit discovers drugs? Some management companies may want you to take the drugs to the office, another company may recommend that you secure the office, and yet some companies may want you to get a witness. In all cases you should notify the police. They will secure a search warrant if possible. Check with your company's attorney for legal advice in advance.



Drugs can be extremely dangerous; caution should always be exercised. It is not advisable to pick up or remove drugs, drug pipes, needles or other paraphernalia. At the very least, rubber gloves should be worn when touching any of these items.

Needles are especially dangerous, not only because of the drugs themselves, but because of the likelihood of the transmission of Hepatitis or the H.I.V. virus. Because children and adults frequently crawl into dumpsters, this is not a good place to dispose of them. Maintenance and grounds keepers should also be on the lookout for needles and other stashes in remote areas of the property and inside broken sections of block fences.



General Disturbances

Loud music, loud parties and just rowdy behavior can be very annoying. The police can ask residents to reduce the noise, but frequently they will soon begin again. The management has the most power to deal with this non-compliance. A resident should be served with a 10-day notice for each breach of the rental agreement, if appropriate. The manager can simply tell the resident to stop violating the rental agreement, or the next time the violation happens it will be grounds for an eviction.

Who Has The Power?

The Fourth Amendment to the United States Constitution limits the power of the police. The property manager has much more power to remove a resident from the property. A resident can be free, awaiting trial for over a year. The criminal process is much slower than the civil one. You will need less evidence to remove the resident through a civil process. Having your paper work in order with thorough documentation will make the process go quicker and smoother. There are some things the police can do that managers cannot. But more often what the management can do, the police cannot. Together the police and management can work with responsible residents to solve virtually any problems. It takes a concerted effort, and both sides have to be willing to do as much as possible.

Trespassing

Mark Manager calls the police to report a trespasser. When the officer arrives, the suspect is waiting for the police. The manager tells the officer, "I want this man arrested for trespassing!"

The officer talks to the man in question and finds out he is actually living in the unit. His clothes, television and other personal effects are in the apartment as well.

The officer explains to Mr. Manager, "The man is not trespassing; the resident is allowing him to live there."

"Aha!" replies the manager. "He is NOT on the lease!"

The officer responds, "The lease is a civil matter. You will have to serve notice to the resident who is allowing the unauthorized guest."

If a rental agreement has clearly stated policies regarding unauthorized occupants, the property manager can typically serve a notice for the resident to remedy the breach in 10 days, or face eviction. This is often the case with unauthorized pets.

While these stories may sound far-fetched, truth is sometimes stranger than fiction! These are actual cases.



Attempted Murder

"9-1-1, what is your emergency?"

"It's my husband, he has a gun, and he says he's going to kill me."

"Okay, stay on the line. I have several officers responding to your apartment as we're talking."

"Please hurry."

"Which unit number are you in?"

CLICK -- Dial tone.

"Hello? Are you still there?"

(The line is busy on call back.)

The police respond at 1:40 a.m., set up a perimeter, and evacuate all of the neighboring units. It's the middle of the night, its cold outside, but the neighbors could be in danger. They have to leave.

For several hours the police negotiate with the gunman, but he refuses to put the gun down. The hostage negotiator is also unsuccessful.

At about 7:00 a.m., the police fired tear gas into the unit, breaking the window and burning the curtains and carpeting. The rental unit smells bad. Fortunately, nobody is seriously injured. The S.W.A.T. team takes the suspect into custody.

By 7:11 a.m. the suspect is handcuffed and placed into the back of a waiting patrol car. By 8:00 a.m. he is in front of a judge; by 9:45 a.m. he's released and has his guns back.

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

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

The manager lashes back, "I want to know why the judge let him go?"

The response is, "It happens all the time. The courts are so busy, and the jails are overcrowded, so not everyone goes to jail. In Cook County there are so many inmates; cell blocks are sometimes rented from other County Jails!"

If you call the sheriff, he'll tell you he doesn't have enough money or facilities because of budget cuts. It all comes back to the people who say, "No new taxes."

In a way, the people blame the police, the police blame the judge, the judge blames the sheriff, and the sheriff blames the people...who blame the police, who blame the judge, who blame the sheriff, who blames the people...

The irony of this true story is the manager was mad at the police for not doing their job, when in fact, they did all they could. The manager, however, did not do HIS/HER job. This was the third time the police were called to the same apartment unit in less than 10 months. The manager chose not to evict him the previous two times because they knew the resident was having personal problems.

Management's Responsibility

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

One manager was asked if he ever served a 10-day notice. His reply was "What's a 10-day notice?"

It is not uncommon to find managers who only know about the five-day notice for non-payment of rent. They feel they were hired only to collect the rent, and it is the police department's job to deal with undesirable behavior involving residents.



Granted, most apartment managers are familiar with the various notices, but far too many don't use them as often as they should. The three (3) keys to any successful eviction are "document... document... document".

Responsibility

Train residents - to recognize and report illegal activity.

Empower residents - form Block Watches and resident councils.

Establish relationships/rapport - attend meetings, use suggestion boxes, have an open door policy.

Set goals - for residents.

- Smaller, short-term goals at first
 - people get discouraged
 - people need successes
 - people need a series of goals
 - remind residents of goals
 - advertise successes

- Larger, long-term goals later
 - more impact on community
 - more difficult, but more rewards

A TEN-STEP PROCESS

1. Contact all residents.
2. Arrange a timely meeting.
3. Provide handouts.
4. Follow up with newsletter to all residents who don't show up.
5. Have property manager facilitate meeting.
6. Arrange police/fire department presenter.
7. Present crime statistics.
8. Present reasons for crime.
9. Present resources.
10. Present solutions.

PART TWELVE

To Serve and Protect

The Police Won't Talk To Us

Frequently, managers will complain that the police do not stop at the office to report why they are called to the property. There are some very legitimate reasons why.

- Some problems are so minor that the officer may not feel it warrants reporting. For example, a couple has a verbal dispute, as many people do, but no one is hurt; the situation is minor, and there is no reason to "air the dirty laundry" to the neighbors.

Though it may be the manager who walks up to the officer asking about the call, the officer may not feel it is appropriate to disclose the information. It is also possible the officer is not certain the person is really the manager.

- Many times the officer is in a hurry to clear the call and get on to the next one that is waiting. Domestic calls take a lot of time; the time it takes to locate a manager (and re-tell the whole story) can easily amount to 15 minutes, a half-hour or more. This is especially true when the manager has a lot they want to say to the officer as well.
- Some officers feel the manager is not going to follow through anyway. Though it may be hard to believe, there are property managers that are nose-y. They never follow through with the appropriate notices. They just want to know everybody's business.



A new Neighborhood Standards Police Officer position has been created by the Village to work with landlords and address their issues. The officer is 100 percent dedicated to rental property issues and is a single point of contact for landlords. The non-emergency number to call for the Neighborhood Standards Police Officer is 847-982-5920. This officer is trained to recognize crime risks on rental property, marshal the resources of the Police Department, and coordinate resources of all the Departments to assist with rental property matters.

Meet with the officer, even if you have to call the dispatcher to schedule an appointment. When the officer arrives, let them know the issues and that you are willing to work with the police. Meeting the officer is the first step.

Keep in mind that the Neighborhood Standards Officer works primarily the day shift, other officers work the night shift. Also, other officers fill in on their days off, so it could take a while to meet them all.

Privacy Laws

Privacy laws are another very key issue. A police officer cannot stop by in person, or leave a card in the office telling you the details of an incident.

The officer is more likely to give you a case number, and as a matter of public record, you can request a copy of the police report. Always try to get the case number if you get nothing else. While the officer may not be able to give you the names of the persons involved, they may be able to give you the unit number to which they responded.

One of the benefits of the Crime Free and Neighborhood Integrity programs are that you can contact the Neighborhood Standards Police Officer to discuss the frequency and types of calls your property is receiving. After your property is registered and you have given the Village your email, telephone and other contact information you will be contacted automatically when there has been a police call involving nuisance or criminal activity at your property.

How to Approach the Officer

If you see a police officer on a call at one of your rental units, do not approach them -- stay back. The situation may become very volatile at any moment. The officer may order you to stand back for your own safety.

If you are certain things are settled, you can get the officer's attention and introduce yourself as the manager and ask to see the officer when they are through with the call. The less you say at this point, generally the better. Stand at a safe distance, but wait for the officer. Don't go back to the office.

When the officer is finished, let them know your rental property is registered and if you are working with the Crime Fee Multi-Housing Program, and get a case number. Sometimes, a case is not drawn up and no report will be written. The officer will let you know.

If the officer is able to give you more information, it will help you follow through with the necessary steps you must take. If not, you or your attorney may submit a Freedom of Information Act request for the report. Let the officer know that you do plan to follow through, and, that you would appreciate working with them in the future.

Establishing More

If a property owner/manager has a serious problem with crime, they may choose to hire off-duty officers to patrol the property. This is a very effective way to solve serious problems with residents. If a owner/manager cannot do that, they may want to consider private security.

Requesting “Extra” Patrol

Frequently, managers will call requesting "extra" patrol. While it never hurts to ask, it may not help either. There are many rental properties in Skokie, many more properties than patrol officers. One thing they all have in common is they want extra patrol visits through their property. Properties may pay for officer over-time.

It is important to understand that many places of business in Skokie are going to request extra patrols in their area throughout the year, and it is impossible to satisfy all requests since police officers have other responsibilities in patrol. Each beat in Skokie has an assigned beat sergeant, and if necessary, the property manager should contact the Neighborhood Standards Officer “NSO” to address any concerns they may have about the property. The NSO will then pass that information on to the Watch Commander, so that everyone is aware of your concerns and can address the situation appropriately. Emergency or immediate concerns should be addressed by the on-duty Watch Commander.

Narcotics Surveillance



Detectives are highly trained and do excellent work because they have methods that work so well. Typically, they rely on a person to introduce them to a suspect whenever possible. If they can get close to an operation, they are more likely not only to make an arrest, but also to arrest several people. If the quantities are high, they are likely to get prison time for the offender. Your cooperation as a property owner/manager will make this operation more successful.

Management Surveillance

Property managers also will call the police requesting an investigator to set up surveillance on a resident they suspect of using or dealing drugs. You should call to report the drug activity, because you may be providing the very key information the police have been looking for. You should also document other behaviors associated with the drug activity, and serve the appropriate notices. There are usually a string of other evictable offenses that managers overlook trying to prove somebody is into drug activity.

Rarely have property managers confronted tenants with their suspicions, yet they often call the police. When asked why they haven't confronted the tenant they say, "I don't have any proof." The police need a whole lot more proof than the manager does. The police cannot do anything without substantial proof.

Because the potential for danger is there, property managers should be more selective and forceful with prospective residents. If policies are not strictly stated in the beginning, they will be harder to enforce in the end. Prevention is the key.

Most residents will stop drug activity if they find out the manager is onto them. The reason most people continue this activity is because they know the manager is afraid to confront them. Even if the police arrest a resident, you will have to evict them and

others on the lease. They will come back awaiting trial in most cases.

Nuisance Intervention and Prevention

The Village recognized the need to take a comprehensive look at issues facing Skokie neighborhoods and assist all property owners in addressing crime, nuisance activities and property conditions. As a response, the Nuisance Property Ordinance was adopted and a multi-department Nuisance Intervention and Prevention Committee was formed.

- The Nuisance Property Ordinance provides the Village more authority to handle criminal activity in a neighborhood or a repetitive nuisance activity at a specific address or addresses.
- Because repeat calls from the same address to the Police Department consumes valuable resources and the Nuisance Intervention and Prevention Committee (NIP) identifies repeat calls concerning criminal activity or nuisance activities ranging from loud music to animal control violations.
- The NIP has representatives from Health Department, Human Services Division, Police Department, Property Standards Division and the Village Manager's Office. Representatives from these departments and divisions collaborate on solutions and engage with property owners.
- Properties having verified criminal activity, nuisance calls, above-normal property standards or health issues are monitored by the Village and the property owners are contacted to inform them of the conditions and need for improvement. If no action is taken, meetings with the property owners are held to outline specific needed action, including the eviction of problem tenants. Further enforcement action is taken for properties that are not brought into compliance.

PART THIRTEEN

Skokie Police and Gangs

Definition of a Gang

A gang is an association of three or more people who seek a group identity and individually or collectively engage in illegal behavior. Gangs sometimes refer to themselves as:

- Sets
- Cliques
- Posse
- Crew
- Nation

Gangs in the Chicagoland area are generally divided into two groups: The People Nation and The Folk Nation (similar to Major League Baseball, which maintains a National League versus the American League). These two groups have teams within their individual leagues and are generally rivals however they will intermix for business purposes.

The mere fact that someone is a member of a gang is not a crime in and of itself. Police cannot arrest someone simply because they are a member of a gang however the activities that go along with being in a gang are what constitute a crime (robbery, theft, drug sales).

In Skokie

There are approximately 200 gang members living in Skokie, who represent two of the largest gangs in the Chicagoland area (Latin Kings & Gangster Disciples). Within these larger gangs are factions which often compete as rivals. These factions include the (ABMs) All About Money gang, (LCs) Loc City gang, (ICGs) Insane Cut Throat Gangsters, (PBGs) Pooh Bear Gang, and the (SGDs) Spanish Gangster Disciples. All gangs are involved in criminal activity and drug trafficking.

The Latin Kings and Gangster Disciples are Skokie's largest gangs. Therefore you are likely to see some tell-tale signs associated with these gangs. Latin King's graffiti will often display crowns, five points, downward "pitchforks" or subjects black and gold colors and wearing sports clothing indicating "Kings." The Gangster Disciple's graffiti will often display the letters "GD", 74 (indicating their originating leader's deceased year), or "pitchforks" pointing up. The GDs colors are displayed as blue and black.

Just because somebody might be wearing identifiable gang “colors” doesn’t necessarily make them a gang member. Today’s fashions can often be misconstrued as gang clothing, when in fact it might be the latest fashion trend. Look at the entire person and the following representations:

- Drawings
- Attitude
- Colors
- Clothes
- Jewelry
- Tattoos
- Hand Signs

You Are Not Alone

As an owner of property in Skokie, you are not alone when confronting gang issues in Skokie. If you have any questions or concerns, the following resources are at your disposal:

- Neighborhood Standards Police Officer
- Tactical Mission Team
- Skokie Investigations Unit
- Village of Skokie Municipal Departments
- Police Social Worker
- Neighborhood Watch
- Crime Prevention/Community Relations Unit

What Should You Do?

- Education and Awareness
- Maintain a relationship with local police
- Never confront a suspected gang member
- Become an “information source” for your community

Please contact the Neighborhood Standards Officer at 847-982-5920 or the Skokie Police Department’s Tactical Mission Team (special operations) at 847-982-5959, if you have any questions, concerns, or information on gang activity.

APPENDIX

Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077
www.skokie.org
 847/673-0500
 1660 AM Skokie



Village of Skokie Phone Numbers

ALL NUMBERS AREA CODE 847

24 hour

Police/Fire/Ambulance	9-1-1
Police Non-Emergency	982-5900
Fire Non-Emergency	982-5300
TDD Emergency	982-5908
Crime Tips Hotline	933-8477

Citizen's Assistance	933-8480
Clerk's Officer	933-8203

Community Development

Building/Housing/Zoning	933-8480
Planning/Economic Development	933-8447

Health Department

Administration.....	933-8252
Animal Control	933-8484
Environmental Health	933-8484
(sanitation, weeds, animals)	

Personal Health	933-8252
(health clinics and information)	

Human Services.....	933-8208
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Parking Violations	933-8421
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Public Works

Engineering	933-8232
Forestry (tree care)	933-8427
Refuse and Recycling.....	933-8427
Signs and Streets Lights	933-8427
Streets and Alleys.....	933-8427
Water and Sewer	933-8427

Snow Line.....	675-7669
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Vehicle Stickers	933-8423
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Village Manager's Office	933-8210
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Water Billing.....	933-8418
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Village of Skokie
5127 Oakton Street
Skokie, IL 60077
www.skokie.org
847/673-0500
1660 AM Skokie



ADDITIONAL REFERENCES

Cook County Sheriff's Office

50 W. Washington
Chicago, Illinois 60602
(312) 603-6444

Cook County Sheriff's Police: (708)-865-4700

Non-Emergency (847) 635-1188
Desk Officer (708) 865-4790
Sheriff's.Police@cookcountyil.gov

Inmate Information: (773) 674-JAIL (5245)

Cook County Sheriff Civil Process (312) 603-3365

Graffiti Removal: (773) 674-4710

art@cookcountyil.gov

Illinois Sex Offender Information

Questions regarding length of registration for sex offenders are to be addressed to the Illinois State Police Registration Unit (SOR) at 217-785-0653 between the hours of 8:00 a.m. and 5 p.m., Monday through Friday.

Illinois State Police

Indicate Division or Office

801 South 7th Street

Indicate Suite Number

Springfield, IL 62703 (Email: askisp@isp.state.il.us)

Second Municipal District

Skokie Courthouse

5600 Old Orchard Road

Office of the Presiding Judge - Suite 219

Skokie, Illinois 60077 - (847) 470-7200

(312) 603-6673 TTY

(847) 470-5133 FAX

Occupancy Requirements for Residential Rental Units

The following Village Code requirements apply to all residential rental properties:

Sec. 22-514. Occupancy.

No Owner or Operator shall permit the maximum occupancy of any Residential Rental Unit to be exceeded. The maximum occupancy of any Residential Rental Unit shall be:

Number of Bedrooms	Maximum Number of Persons in Household
Studio	2
1	2
2	4
3	6
4	8
5	10
6	12

Owner or Operator shall also comply with Section 22-183 of the Skokie Village Code and may request additional occupancy for bedrooms which exceed one hundred (100) square feet for one (1) additional occupant for every additional fifty (50) square feet of floor area. If there is any conflict between the two sections, the more restrictive section shall apply. The decision of the Property Standards Division of the Community Development Department shall be the sole determiner as to what constitutes a bedroom for purposes of occupancy and shall be binding.

Excerpts from the International Property Maintenance Code

202. Definitions. Bedroom. Any room or rooms intended to be used for sleeping purposes that has a permanent closet of sufficient size to hold clothes.

404.4.2 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable space and shall not serve as the only means of egress from other habitable space.

404.4.4 Prohibited occupancy. Dining Rooms, kitchens, living rooms, living/dining room combinations and uninhabitable spaces shall not be used for sleeping purposes.

404.4.6 Dining and Living Room Requirement. Dwelling units having one or more bedrooms must have a separate dining room, living room or living/dining room combination that complies with the room area requirements in Section 404.1 Room area.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the maximum number of occupants allowed by the number and size of bedrooms.

404.5.1 Conversion of space to bedrooms. Kitchens, bathrooms, dining rooms, living rooms, combined living room and dining rooms, and family rooms and other open common areas shall not be converted to bedrooms without replacing the space with similar common open areas.

404.6 Efficiency unit.

1. A unit occupied by one occupant shall have a minimum clear floor area of 120 square feet. A unit occupied by two occupants shall have a minimum clear floor area of 220 square feet.
2. The maximum number of occupants shall be two.

NOTE: Amendments to the International Property Maintenance Code can be found in Sec. 22-183 of the Skokie Village Code.

Skokie Graffiti Removal

The appearance of graffiti on buildings and structures in a neighborhood can have a negative effect on appearance and the perception of an area. The Village has taken a pro-active position on having all graffiti removed in a timely manner. Police and other Village inspectors check for graffiti on their normal rounds in the Village.

- File a police report or call the Property Standards Division at 847-933-8224 if you see graffiti in your neighborhood
- A written removal notice will be sent to the property owner if on private property and to the responsible government agency if on public property
- If graffiti is not removed within 10 days of notification, the Village will remove the graffiti at the owner's expense
- Parents can be held responsible for vandalism committed by their minor
- For more information on graffiti removal, contact the Property Standards Division at (847) 933-8224

Cook County graffiti removal unit

The Cook County Graffiti Removal Unit will respond to any and all graffiti cleaning requests regardless of size, location or application.

- Be certain to confirm that the Unit will respond in a timely manner
- Consider other resources to remove the graffiti expeditiously
- Graffiti must be removed within 10 days of notice per Village ordinance
- Cost-free service to suburban Cook County

To request graffiti removal services, contact:

Phone: 773-291-2317 Fax: 773-291-2319

Email: sheriff.graffitiunit@cookcountyil.gov

Preventing Rats on Your Property

A guide for property owners and tenants

How to use this guide

The Village of Skokie works closely with businesses and residents to control rats. Rats are a community problem. Everyone needs to work together to eliminate rats by keeping buildings in good repair, discarding clutter and managing garbage. Share this guide with your neighbors, tenants and landlords.

Notify the Health Department if you see rats

If you see rats or evidence of rats, call the Health Department at 847-933-8484. An inspector from the Health Department will come to evaluate the property, and will notify the owner if any of the following evidence of rats is found:

- Live rats
- Rat droppings
- Burrows
- Gnaw marks
- Tracks or runways

Rat Baiting

Bait or poison is an effective way to wipe out rats, but applying these poisons is a job for professionals. Commercial and multi-unit property owners must hire a pest control company to bait for rats. In many instances the Health Department will be able to provide treatment for rats on residential properties at no cost to the owner.

Choosing and working with a pest control company

To get rid of rats, you must choose the right company, be clear about what you need done, and monitor performance.

How to find the right company

The Health Department has a listing of suggested pest control companies. Please call 847-933-8484 or visit www.skokie.org for more information.

A good company will...

- Inspect your property before giving you a price quote
- Give you a written inspection report, and an action plan
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best
- Make referrals for structural repair, if necessary
- Visit often until the job is done
- Educate you on how to prevent rat.
- Work with you until the rats are gone

Work together

- Walk around with the pest control professional during each visit, and keep track of work
- Agree on a service plan and cost

How to Control Rats

Step One: Look for evidence

To control rats, you must remove everything they need to survive: food, water, shelter and ways to get around. There are a few signs you can look for that indicate the presence of rats. If you see any of these, it's fairly likely that rats are in the area. It may be best to do this at night with a flashlight, since rats are more active in the dark.

Places where rats can live

Most rats live in nests or burrows. Burrows are holes in dirt or concrete from one to four inches wide, with smooth edges. Burrows can be found under bushes and plants. They will often have an entrance and exit hole. To the right is a picture of a typical rat burrow.



Droppings

Rat droppings are often found close to trash bags or garbage cans. Common rat droppings are $\frac{1}{2}$ to $\frac{3}{4}$ inch long, with blunt ends and found in small groups. Fresh droppings are moist and dark, and a sign that rats are in the area.

Holes and gnaw

Rats may gnaw or chew plastic garbage cans. holes that are only half may not be large, but presence of rats.



marks

through wood fixtures and Rats can squeeze through an inch wide, so the holes they may indicate the



Rub marks

Check walls and grass for signs of runways. Rats run along the same path many times a day, and prefer to run along walls. This leaves dark greasy track marks along the walls and worn down paths in grass.

Step Two: Clean up

If you spot a rat, or any of the signs above, there are several steps you can take to eliminate the rats that are on your property. Making your area inhospitable to rats will prevent rats from returning once they are gone.

Get rid of clutter

Clutter gives rats lots of places to hide, sleep, nest and reproduce without being seen or disturbed. Remove (and recycle) piles of newspapers, paper bags, cardboard and bottles that may be on your property, and clean out your basement and yard. Rats love basements, rear enclosures and garages because they offer a lot of hiding spaces. If you do use these areas for storage, try to store your items away from walls and off the ground if possible. Remember that rats can easily gnaw through cardboard boxes.



Wash away droppings and track marks

Rats communicate and attract each other through their urine and droppings. By sweeping up any droppings you see and cleaning up dark greasy track marks, you can prevent this communication and cause the rats to move away from your property. You can wash down the area with water and a mild bleach solution (1 part bleach, 10 parts water). Ensure that you talk to your neighbors and work together to clean up, so rats don't simply move from one place to another.



Control weeds, shrubs and bushes

Rats often make their burrows underneath bushes and plants, where they are protected from the elements and predators. If you are seeing rats or rat burrows on your property, you may need to do a little yard clean-up. Remove any weeds or trash, and aim to keep 6 inches of bare ground around the foundations of your building. Avoid tall grass, bushes and shrubs growing near the building. Do not plant too densely – make sure you leave a little space between plants. If you do spot burrows, remove

any plants that may be around them (such as ivy) and trim underneath shrubs to prevent further burrowing.

Step Three: Starve Them

Rats only need one ounce of food and half an ounce of water each day. Don't make your garbage their food! Rats are quick to seek sustenance in garbage cans, and will drink from any source of standing water they can find.

Manage your garbage

Bring garbage cans and bags to the curb as close to pick-up time as possible. Leaving them out overnight invites rats. Use Village-approved garbage cans with tight fitting lids, and make sure you have enough cans to hold your trash in between pick-ups. Landlords are required by Village Code to ensure that tenants place their garbage inside the cans, and not in bags next to the cans. If you need to request an extra garbage can or replace a damaged one, contact the Public Works Department at 847-933-8271.



Keep Food Away



Keep all food in tightly sealed containers. When throwing out old food, make sure that it's properly wrapped and not easily accessible. Don't put food out for stray animals, and remove any bird feeders if you have them. Birdseed is an instant supply of food for rats, and birdbaths are a

source of water. One of the best things you can do if you suspect rats is to remove these. Other sources of standing water, like children's toys, buckets, and flower pots can also serve as convenient water supplies for rats, and should be emptied regularly.

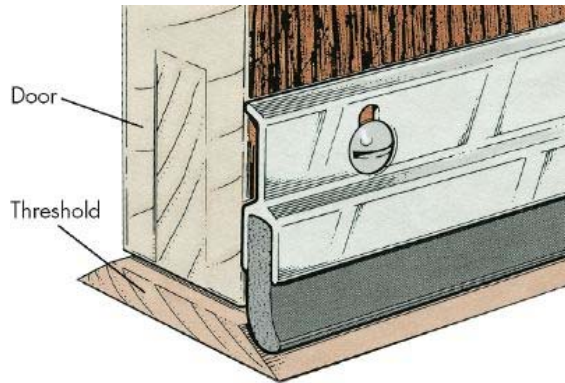


Step Four: Shut Them Out

Rats chew holes into buildings, and can squeeze through cracks and holes as small as a half inch. To keep rats out for good, seal all holes and cracks in foundations, walls, floors, underneath doors and around windows. Most repairs can be done by maintenance staff, superintendents, handy men or pest control professionals.

Seal Cracks and Small Holes

You can seal cracks and small holes with caulk or roofing cement, which is durable and easily applied with a caulking gun. Close gaps under doors with rat-resistant metal door sweeps like the one pictured¹. You can also install metal kick plates on the bottom of the door to stop rats gnawing through. Close window gaps with metal flashing and put screens on vents, especially on lower floors.



Fill Large Gaps and Holes

The way to close large gaps and holes depends on the building material and the amount of space behind the hole. Use mortar or ready-mix cement to fill gaps and holes in cement and stone foundations. Cover large holes with metal lathe or screening, then seal with mortar or cement. Cover floor drains and vents with heavy-duty metal screening, secured with masonry nails or cement. Seal pipes leading into walls with escutcheon plates (pipe collars). Check pipes regularly for leaks.

Contact the Skokie Health Department for Assistance

If you have questions about rats, baiting or anything else mentioned in this guide, please call 847-933-8484 for assistance.

¹ Picture from <http://home.howstuffworks.com/home-improvement/repair/how-to-apply-weatherstripping10.htm>

Smoke Alarms and Carbon Monoxide Detector Guidelines

Smoke Alarms

The Skokie Fire Department reminds you to change the batteries in smoke alarm(s) when you change your clocks for Daylight Savings Time. Change your clocks, change your batteries! A working smoke alarm increases your chance of surviving a house fire by more than 50%. More than 3,000 deaths occur in house fires each year. Most people die from smoke and toxic gases and not the fire itself.

Protect yourself and your family by:

- Purchasing multiple smoke alarms
- Properly installing smoke alarms
- Identifying and practicing escape routes
- Maintain smoke alarms and test them monthly

What kind should I buy and how much should I spend?

- Smoke alarms can be either electrically hard-wired or battery operated
- The two most common smoke alarms are ionization and photoelectric
- Ionization are more responsive to a flaming fire
- Photoelectric are quicker at sensing smoldering, smoky fires
- Either smoke alarm will provide sufficient time to escape for all fires; however, for best protection, it is recommended that both be installed
- Make sure the model has been listed by a recognized testing laboratory such as Underwriters Laboratory or Factory Mutual
- Smoke alarms can be purchased for about \$10 to \$30
- Smoke alarms have a life span of about eight to ten years and should be replaced after this time; always follow manufacturer's guidelines

Where should I install them?

- Smoke alarms must be installed by the property owner on each level of your building, outside each sleeping area, and inside each bedroom
- Tenants are responsible for the replacement of batteries and notifying the property owner if the detector is not working
- Smoke alarms should be placed on the ceiling or high on a wall, four to six inches below the ceiling
- For best practice, smoke alarms should be interconnected so that a fire detected by any smoke alarm will sound an alarm in all smoke alarms

Escape Plans

Once a fire has started, it spreads rapidly. Normal exits may become blocked by smoke or fire. You and your family should plan multiple escape routes to guarantee a safe exit.

Carbon Monoxide Detectors

Carbon Monoxide (CO) is a colorless, odorless deadly gas. It is virtually unrecognizable; it can do its damage before you realize it's there.

Carbon Monoxide can be present whenever fuel is burned. Common household appliances, such as gas or oil furnaces, clothes dryers, ranges, ovens, water heaters, uneven space heaters, fireplaces, charcoal grills, and wood burning stoves can produce it. Even fumes from automobiles contain Carbon Monoxide. They can enter the home through walls or doorways if a car is left running in an attached garage. Furnace heat exchangers can crack; vents and chimneys can become blocked, disconnected or corroded; inadequate air supply for combustion appliances can cause build ups of Carbon Monoxide in the home.

If a home is well ventilated and no air pressure fluctuations or venting or chimney blockages exist, carbon monoxide usually seeps safely outside.

Protection from Carbon Monoxide Poisoning - It's the Law

Carbon Monoxide detectors must be installed within fifteen feet of each room used for sleeping. Detectors should be listed by a testing agency such as Underwriters Laboratories Inc. (UL). For extra safety, choose a self-powered, extra-sensitive unit that responds to lower levels of carbon monoxide and protects during a power outage.

The Carbon Monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the Village Code, is listed for such use, and emits an alarm in a manner that clearly differentiates the hazard.

Village of Skokie Fair Housing Notification Requirement

Property owners and managers are required by Sec. 22-515 of the Skokie Village Code to give all prospective tenants in writing the following statement and Code Chapter 58 of the Skokie Village Code:

“The Village of Skokie prohibits discrimination of real estate transactions based on race, color, religion, sex, creed, ancestry, national origin, disability, age, marital status, presence or age of children, sexual orientation or source of income (Chapter 58, Section 58-36 of the Skokie Village Code).”

Such language may be included with other printed materials.

Village of Skokie
Rental Unit Registration and Fair Housing Ordinances

The following portions of the Village Code must be attached to each lease:

Chapter 58 HUMAN RELATIONS*

***Cross references:** Administration, ch. 2; Human Relations Commission, § 2-621 et seq.

Federal law reference--Civil rights, 42 U.S.C.A. § 1781 et seq.

State law references: Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Article I. In General

Secs. 58-1--58-30. Reserved.

Article II. Discrimination and Fair Housing

Sec. 58-31. Purpose of article.

Sec. 58-32. Definitions.

Sec. 58-33. Penalties.

Sec. 58-34. Enforcement; powers of Human Relations Commission.

Sec. 58-35. Rules of Human Relations Commission.

Sec. 58-36. Unlawful housing practices.

Sec. 58-37. Exemptions.

Sec. 58-38. Complaints; conciliation; hearing procedures.

ARTICLE I. IN GENERAL

Secs. 58-1--58-30. Reserved.

ARTICLE II. DISCRIMINATION AND FAIR HOUSING*

***Cross references:** Real estate signs, § 82-7(11).

Federal law reference--Fair housing, 42 U.S.C.A. § 3601 et seq.

State law references: Authority to enact fair housing ordinances, 65 ILCS 5/11-11.1-1; civil rights violations re real estate transactions, 775 ILCS 5/3-101 et seq.

Sec. 58-31. Purpose of article.

It is hereby declared to be the policy of the Village and the purpose of this article that all persons shall be assured full and equal opportunity to obtain fair and adequate housing for themselves and their families within the Village and to secure to all persons an equal opportunity to view, purchase, lease, rent, or occupy real estate in the Village without discrimination because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.

(Code 1979, § 56.01; Ord. No. 04-9-C-3301, § 1, 9-20-2004)

Sec. 58-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Attorney for the commission means any attorney, duly licensed by the State, designated by Corporation Counsel to act as legal counsel for the Commission in accordance with Village policies and procedures.

Chair means the duly appointed chair of the Village Human Relations Commission, or the chair's designee.

Commission means the Village Human Relations Commission.

Complainant means person(s) filing a charge of unfair housing practices.

Discriminate means to treat any person(s) differently from others because of race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.

Lease includes any sublease, assignment, or rental and any contract to enter into any sublease, assignment, or rental.

Lending institution means any bank, insurance company, savings and loan association, or person(s) in the business of lending money or guaranteeing loans, any person(s) in the business of obtaining, arranging or negotiating loans or guarantees as agent or broker, and any person(s) in the business of buying or selling loans or instruments for the payment of money which are secured by title to, or a security interest in, real estate.

Owner means any person(s) who holds legal or equitable title to, owns any beneficial interest in any housing accommodation, who holds legal or equitable title to shares of, or any beneficial interest in any real estate cooperative which owns any real property, or any person(s) who is acting as the agent, manager or employee of the owner.

Real estate transaction means the purchase, sale, exchange, or lease of any housing accommodation, or business, commercial or industrial property, and an option to do any of the foregoing.

Respondent means person(s) charged with violating any provision of this article.

Sale means any contract to sell, exchange, or convey, transfer or assign legal or equitable title to, or a beneficial interest in, a housing accommodation or business, commercial or industrial property.

Source of income means the lawful manner by which an individual supports himself or herself and his or her dependents.

Steering means to influence or attempt to influence by words or acts the choice or location of housing of a prospective purchaser, occupant, or tenant in connection with viewing, buying, leasing, or occupying real estate, based on race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age

of children, national origin, sexual orientation, or source of income, so as to promote or maintain segregation.

Village Manager and Manager mean the duly appointed chief administrative officer of the Village.

(Code 1979, § 56.02; Ord. No. 04-9-C-3301, § 1, 9-20-2004)

Cross references: Definitions generally, § 1-2.

Sec. 58-33. Penalties.

Any person who violates any provision of this article, or any rule or regulation adopted or issued pursuant to this article, shall be subject to the penalties provided in Section 1-6 in addition to any other penalty specifically provided for.

(Code 1979, § 56.07; Ord. No. 04-9-C-3301, § 1, 9-20-2004)

Sec. 58-34. Enforcement; powers of Human Relations Commission.

- (a) The Human Relations Commission shall be charged with the duty of enforcing the provisions of this article. In discharging this responsibility, it shall have the power to:
- (1) Gather and provide for the exchange of information relative to the provisions of this article among real estate brokers and salesmen, lenders, developers, employers, municipal officials and community groups within the Village.
 - (2) Receive and investigate complaints charging discrimination in housing.
 - (3) Seek conciliation of, hold hearings, and make findings of fact with respect to any such complaint.
 - (4) Administer oaths, take sworn testimony and subpoena witnesses and pertinent documents, which power may be enforced by proper petition to any court of competent jurisdiction.
 - (5) Initiate such general and specific investigations as it deems necessary in order to discourage and prevent violations of Section 58-36.
 - (6) Upon good cause and appropriate investigation, initiate complaints.
- (b) The Commission shall have the power to enforce the provisions of this article, to investigate all complaints filed under this article, and to recommend sanctions as defined in Sections 58-38(e), 58-33 and 58-35.

(Code 1979, § 56.03; Ord. No. 04-9-C-3301, § 1, 9-20-2004)

Cross references: Human Relations Commission, § 2-621 et seq.

Sec. 58-35. Rules of Human Relations Commission.

The Commission shall adopt and publish such rules and regulations made at

any regular or special meeting as may be necessary to carry out the provisions of this article, provided that a quorum is present. Such rules and regulations or changes thereto shall be subject to approval by the Mayor and Board of Trustees.

(Code 1979, § 56.08; Ord. No. 04-9-C-3301, § 1, 9-20-2004)

Cross references: Human Relations Commission, § 2-621 et seq.

Sec. 58-36. Unlawful housing practices.

The following acts shall constitute violations of this article:

- (1) To discriminate against any person(s) in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (2) To refuse to sell or rent, after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person(s) because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (3) To represent to any person(s) because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- (4) To make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based upon a person(s) race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income, or an intention to make such preference, limitation, or discrimination.
- (5) To, for profit, induce or attempt to induce any person(s) to buy, sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of any person(s) of a particular race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (6) To discriminate in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, or otherwise financing a real estate transaction of any person(s) on the grounds of their race, color, religion, sex, creed, ancestry, disability, age, marital status,

presence or age of children, national origin, sexual orientation, or source of income.

- (7) To delay the processing or denying a loan or other financial assistance to a person(s) applying therefor for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate in the fixing of that amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (8) To discriminate in appraising the value of real estate or in the sale of insurance in connection with a real estate transaction of any person(s) because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (9) To enter into a listing agreement which discriminates against any person(s) because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (10) To deny any person(s) access to, or membership or participation in, any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings or to discriminate against any person(s) in the terms and conditions of such access, membership or participation on account of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (11) To engage in steering.
- (12) To act or undertake as real estate broker, salesman, or agent with respect to any dwelling, the disposition of which requires such person(s) to participate in discrimination.
- (13) To perform any act of discrimination with the intention of restricting or limiting the housing choice of any person(s).
- (14) To coerce, intimidate, threaten, or interfere with any person(s) in the exercise or enjoyment of, or on account of, such person's having exercised or enjoyed, or on account of such person's having aided or encouraged any other person(s) in the exercise or enjoyment of, any right granted or protected by this article.
- (15) To solicit any owner to sell, rent, or list residential property at any time after receiving written notice that such owner does not desire to sell, rent, or list such residential property. Such notice may be given by the owner or by a third party on the owner's behalf.
- (16) To intentionally interfere with the performance of a duty or exercise of

a power by the Commission or by its members or representatives.

- (17) To engage in sexual harassment in any real estate transaction. "Sexual harassment" means any unwelcome sexual advance, request for sexual favors, or conduct of a sexual nature when (1) submission to such conduct is an explicit or implicit term or condition of an individual's real estate transaction; or (2) submission to or rejection of such conduct by an individual is used as the basis for any decision affecting the individual's real estate transaction; or (3) such conduct has the purpose or effect of substantially interfering with an individual's real estate transaction or creating an intimidating, hostile, or offensive environment with respect thereto.
- (18) To aid or abet any of acts described in this section performed in violation of this article.

(Code 1979, § 56.04; Ord. No. 04-9-C-3301, § 1, 9-2-2004)

Sec. 58-37. Exemptions.

Nothing in this article shall:

- (1) Apply to the rental, lease, or occupancy of a room in an owner-occupied single-family dwelling.
- (2) Prohibit a religious organization, association, or society or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than commercial purposes to person of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income.
- (3) Prohibit a private club, not in fact open to the public, which, as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members and their guests or from giving preference to its members.
- (4) Prohibit the operation of housing units designed and offered predominantly for use and occupancy by persons over the age of 62.
- (5) Prohibit the operation of housing units designed and offered predominantly for use and occupancy by persons with a disability.
- (6) Prohibit any charitable or educational organization from limiting to person(s) of the same sex the rental of living accommodations in facilities primarily providing single room occupancy.
- (7) Prohibit an initial condominium declaration limiting ownership, rental or

occupancy of a condominium unit to a person 55 years of age or older, provided that the person or immediate family of a person owning, renting or lawfully occupying such unit prior to the recording of the initial declaration shall not be deemed to be in violation of such age restriction as long as they continue to own or reside in such housing accommodation.

- (8) Nothing in this chapter shall require any person who does not participate in the Housing Choice Voucher Program, to accept any subsidy, payment assistance, voucher, or contribution under or in connection with such program or to lease or rent to any tenant or prospective tenant who is relying on such a subsidy, payment assistance, contribution or voucher for payment of part of the rent for such place of accommodation.

(Code 1979, § 56.05; Ord. No. 04-9-C-3301, § 1, 9-2-2004)

Sec. 58-38. Complaints; conciliation; hearing procedures.

- (a) *Filing of complaint.* The Commission or any person(s) aggrieved in any manner by a violation of any provision of this article may file with the Village Manager or designee a written complaint setting forth their grievance within 180 days after the date of the alleged violation. The complaint shall be filed on a form provided by the Village Manager or designee.
- (b) *Investigation.*
 - (1) After receipt of the complaint, the Village Manager or designee shall conduct an investigation of the alleged violation. If the Village Manager or designee finds that probable cause of a violation exists, the Village Manager or designee shall submit the Manager's or designee's findings in writing to the chair of the Human Relations Commission. Upon receipt of the findings, the chair shall schedule a conciliation conference not less than 10 and not more than 30 days from the date the chair receives the written findings.
 - (2) The Village Manager or designee shall cause a copy of the complaint to be served upon the respondent along with notice of the date, time and location of the conciliation conference. A copy of the complaint and notice of the date, time and location of the conference shall also be served upon the complainant.
 - (3) If the Village Manager or designee finds that probable cause does not exist, the Village Manager will dismiss the complaint and shall notify the chair of the Human Relations Commission in writing of the Manager's or designee's findings. Upon receipt of the findings the chair will send out notification to the complainant, indicating the results of the investigations and the finding of no probable cause.
 - (4) If a complaint indicates multiple respondents, and subsequent to the investigation by the Village Manager or designee, probable cause is

found with regard to one or more of the respondents, then the Commission shall proceed on the complaint against those parties for which probable cause was found. The named parties for which no probable cause was found shall be dismissed by the Commission. The chair shall cause notification to be sent to the complainant with regard to the findings of the investigation and to the parties for which probable cause was found.

- (c) *Conciliation conference.*
 - (1) A panel of 3 Commission members shall be convened in an effort to resolve the parties' differences in private. The chair of the Human Relations Commission or the chair's designee shall preside over the Conciliation Conference Panel. The chair of the Human Relations Commission shall select 2 members of the Human Relations Commission to serve on the Panel. The Village Manager or designee and an attorney for the Commission shall be present. The complainant and respondent may be represented by attorneys if they desire. The conference shall be closed to all other persons. However, in the discretion of the panel, a complainant or respondent may include an additional person such as an interpreter or family member.
 - (2) No evidence shall be taken at the conciliation conference. The sole purpose of the conference will be to attempt to reconcile the parties. If the parties cannot reach agreement at the conference, a public hearing upon the complaint shall be scheduled.
- (d) *Nondisclosure.* Members of the Commission or its staff shall not disclose the filing of a complaint, what transpires during the course of an investigation, or what transpires during the course of a conciliation conference, except as such disclosures are deemed essential to the investigation and endeavors at conciliation or are made at a public hearing in accordance with subsection (e) of this section. Nothing in this subsection shall be construed to prevent the Village Manager or designee and the Commission from disclosing dismissal notices or conciliation agreements, including the reasons therefor. The identities of the parties shall not be disclosed without their consent.
- (e) *Public hearing.*
 - (1) If an agreement between the parties cannot be reached at the conciliation conference, the chair of the Human Relations Commission or designee shall set a date for a public hearing upon the complaint. The date for the hearing shall be decided upon at the conciliation conference and shall be no less than 10 days and no more than 30 days from the conclusion of the conciliation conference.
 - (2) The chair of the Human Relations Commission or designee shall convene and preside at the hearing. The hearing panel will be composed of 5 members of the Human Relations Commission. The panel shall include the following: the chair or designee, the Housing Committee chair or designee and 3 Commission members to be

selected by the chair. An attorney for the Commission and the Village Manager or designee shall also be present.

- (3) At the hearing, the complainant and respondent shall have the right to be represented by legal counsel, the right to call witnesses, and the right to cross examination. Rules of procedure adopted by the Commission shall govern the proceedings. Testimony taken at the hearing shall be under oath or affirmation and an official transcript shall be made and filed in the Village Manager's Office. The hearing shall be open to the public.
- (4) After all evidence has been taken, the panel shall take the matter under advisement. The panel will render its decision in writing with findings of fact. Copies of the decision shall be sent to the parties and transmitted to the Village Manager. A majority vote of those panel members present at all sessions of the hearing is required to decide the matter. If the panel finds that there was no violation of this article, the complaint shall be dismissed. If, however, the panel finds that a violation of this article has occurred, it shall take action as it deems proper consistent with this section, including but not limited to the following:
 - a. Issuing an order to cease and desist from any unlawful housing practices as determined by the panel.
 - b. Recommending that the Village Manager request that the Corporation Counsel institute proceedings to enforce, against any person(s) or business found in violation of this article, the fine provided.
 - c. Recommending that the Village Manager request that the Corporation Counsel apply to any court of competent jurisdiction for:
 1. An order restraining the party from violating any provision of this article; or
 2. Such other or further relief as may be appropriate for the enforcement of this article and for the elimination of violations.
 - d. Recommending that the Village Manager request that the Corporation Counsel petition or institute proceedings with the Department of Registration and Education for the purpose of causing the Department to revoke, suspend, or refuse to renew the license granted by such Department to the party found to have violated any provision of this article.

State law references: Civil administrative Code of Illinois, 20 ILCS 2105/60b et seq.

In addition to the penalty provided for in Section 58-33, the public hearing panel may order restitution, specific performance and any and

all remedies the panel deems just and appropriate in accordance with its findings. The panel may further recommend that the Village Manager request that the Corporation Counsel institute appropriate proceeding to enforce the order of the panel.

- (f) *Continuance of conciliation conference or public hearing.* The chair of the Public Hearing Panel may grant a continuance and postpone the convening of the public hearing if a party requests a continuance in writing in a timely and reasonable manner. Such a continuance may be granted even if it is more than 30 days from the conclusion of the conciliation conference. A continuance of a conciliation conference may not be granted without the Conciliation Conference Panel convening. If a party fails to appear at either the conciliation conference or the public hearing, the Panel may proceed with and conclude the matter.
- (g) *Evidence and subpoena power.* No strict rules of evidence shall apply in conducting a conciliation conference or public hearing, however, the Conciliation Conference Panel and the Public Hearing Panel shall determine the relevance of any evidence to be submitted for consideration, in its' respective proceeding. If said evidence is not deemed relevant it will not be accepted. The Public Hearing Panel shall have the power to subpoena records or individuals for testimony at the public hearing, as it relates to a specific matter. The Conciliation Conference Panel shall not have such subpoena powers.
- (h) *Retention of jurisdiction.* The Human Relations Commission shall retain jurisdiction for 1 year after the conclusion of a conciliation conference or public hearing.

(Code 1979, § 56.06; Ord. No. 04-9-C-3301, § 1, 9-20-2004)

ARTICLE XIV. RENTAL UNIT REGISTRATION

***Editor's note:** Ord. No. 14-1-C-4030, §2, adopted Jan. 6, 2014, supplied provisions to be added to this Code as Art IX, §§22-500--22-518. In order to maintain the existing numbering style, at the discretion of the editor, this article has been included as Art. XIV, §§ 22-500--22-518.

Sec. 22-500. Definitions.

For the purposes of this Article, the following definitions shall apply:

1. *Common Exterior:* The open space and exterior of a building on the premises and on adjoining property under the control of the property Owner. The premises or property shall include the principal building, accessory structures, driveways, parking areas and all improvements to the property. Such common areas may serve, in whole or in part, one or more Multi-Unit Building.
2. *Common Interior:* Any portion or part thereof of a Multi-Unit Building having communal areas (laundry, furnace, storage rooms, hallways, stairways, meeting rooms, etc.) and all other areas, but not including a Dwelling. Interior common areas shall also include structural, mechanical and other elements or areas of a Multi-Unit Building for which the Owner is directly responsible for the proper maintenance thereof.
3. *Dwelling:* Any rooms or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, bathing and eating.
4. *Multi-Unit Building:* A structure that is designed and built with two (2) or more Dwellings.
5. *Operator:* Any person who has charge, care, control or management of a rental unit or building, in which rental units are let, including but not limited to building managers, managing agents, brokers or superintendents.
6. *Owner:* Any person who alone, jointly or severally with others has legal title to any Multi-Unit Building, or Dwelling unit, with or without accompanying actual possession thereof; or is an executor, administrator, trustee or guardian of the estate of the Owner; is a mortgagee in possession, or is a senior officer or a trustee of the association of unit Owners of a homeowners' association. Owner shall also mean any homeowners' association or other legal entity having the charge, care or control of any common area which serves in whole or in part one or more Multi-Unit Buildings.
7. *Person:* Any individual, firm, association, partnership, corporation, trust

or any other legal entity.

8. *Residential Rental Unit*: A Dwelling, whether in a Multi-Unit Building, single-family home, townhouse, co-op or any other structure that is occupied by individuals other than the Owner, pursuant to Section 22-505 of the Skokie Village Code, or is vacant, that is being advertised to rent or is rented, through the exchange of money, goods, or services.
9. *Tenant*: Any occupant of a Residential Rental Unit.
10. *Neighborhood Standards Officer*: A Village Officer trained in the Crime Free Housing Program, including the Crime Prevention Through Environmental Design Program, as well as other types of property management and standards training, and working under the supervision of the Police Department and in cooperation with the Property Standards Division. In addition, the Neighborhood Standards Officer shall complete training regarding fair housing statutes and domestic violence education.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-501. Residential rental unit registration.

All Owners of a Residential Rental Unit must register each and all of their Residential Rental Units owned and operated in the Village. A Residential Rental Unit must be registered with the Village of Skokie in order to have Tenants.

Residential Rental Unit Registration shall not be required for residential units in a Multi-Unit Building with more than four (4) Dwellings organized and owned pursuant to the Illinois Condominium Act 765 ILCS 605, et seq.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-502. Registration prior to rental.

Each and every Residential Rental Unit must be registered prior to it being offered for rent in any manner, including but not limited to listing with a leasing agent, print advertisement or signs posted on property.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-503. Method of registration and fee.

To obtain a Residential Rental Unit Registration the Owner must file the prescribed application with the Property Standards Division of the Community Development Department of the Village containing all of the required information to include but not be limited to property Owner, management name and contact information for both. Applications to register a Residential Rental Unit shall be obtained from the Property Standards Division of the Community Development Department. Any fee required for the Residential Rental Unit Registration shall be

submitted with the application, as set forth in Section 46-135 of the Skokie Village Code and the date of a completed application submission with fee and confirmation of compliance with Section 22-508 of the Skokie Village Code, shall be the date of Residential Rental Unit Registration. Should the Owner decide not to rent or lease the Residential Rental Unit within ninety (90) days of Residential Rental Unit Registration, the Owner may apply for a refund of the registration fee.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-504. Change of information or ownership.

- A. Every Owner shall report to the Property Standards Division of the Community Development Department any change in information previously provided on the required Residential Rental Unit Registration application within twenty-one (21) days of such change. This information shall include, but not be limited to, the removal or change of any Owner or Operator pursuant to Section 22-500(7) of the Skokie Village Code, or a change in ownership interest of more than 50% of the building.
- B. If the ownership of a Residential Rental Unit or Multi-Unit Building changes during the registration year, the new Owner shall be required to register the Residential Rental Units anew under the new Owner's name and pay a pro rata registration fee. No refund of any registration fee shall be paid to the former Owner.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-505. Owner occupied exemption.

- A. Any Residential Rental Unit which is Owner occupied as the Owner's primary residence is exempted from the requirements of registration.
- B. All Owners must comply with and nothing in this Act shall be construed to negate or alter the provisions of the Skokie Fair Housing Act (Chapter 58, Article II, of the Skokie Village Code). However, no portion of this section shall curb the rights of an Owner as described in Section 58-37 of the Skokie Village Code.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-506. Fee waiver.

Any Multi-Unit Building or Residential Rental Unit found to be substantially in compliance with all applicable ordinances, codes and regulations of the Village upon inspection, as described in Section 22-509 of the Skokie Village Code, for three (3) consecutive years shall have the Residential Rental Unit Registration Fee waived the following year and every year thereafter, unless and until noncompliance is found.

Any Multi-Unit Building or Residential Rental Unit which was substantially in compliance with all applicable ordinances, codes and regulations of the Village for the most recent inspection, prior to the enactment of this Ordinance, by the Property Standards Division of the Community Development Department shall have the Residential Rental Unit Registration Fee waived the following year and every year thereafter, unless and until noncompliance is found.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-507. Owner seminar.

The Owner or Operator applying for registration shall have successfully completed the Village Residential Rental Property Landlord Seminar (hereinafter "Village Seminar") within three (3) months from the date of registration.

- A. An Owner or Operator of any Residential Rental Unit, who has successfully completed prior professional training commensurate with the Village Seminar, may apply to the Village Manager or designee for a waiver from the Seminar requirement. The Village Manager or designee, in his or her sole discretion, shall determine whether the applicant's prior professional training constitutes the substantial equivalent of the Village's Seminar.
- B. An Owner or Operator who successfully completes the Village Seminar shall not be required to attend another Village Seminar during subsequent renewal of registration. However, if an Operator who completed the Village Seminar is replaced, the Owner or the new Operator shall attend the Seminar.
- C. The Village Manager may require an Owner or Operator to re-attend and complete a Village Seminar if there are multiple code violations within an eighteen (18) month period.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-508. Compliance and certification.

- A. Every Residential Rental Unit shall be owned, operated and maintained in full compliance with all applicable ordinances, codes and regulations.
- B. An Owner that continues to meet the following standards shall be designated by the Village as a Certified Owner, may advertise as a Certified Landlord, and will receive annual proof of Certification from the Village:
 - a. All Residential Rental property has been inspected by the Property

Standards Division and is in substantial compliance as of the most recent inspection.

- b. Owner agrees to allow Property Standards Division, in addition to its regular inspections, to confirm that each Residential Rental Unit is equipped with working smoke and CO detectors, and GFI outlets where required.
- c. Owner or Operator has successfully completed the Village Seminar.
- d. Owner agrees to submit all Residential Rental property to a security audit performed by the Neighborhood Standards Officer and is in substantial compliance as of the most recent audit.
- e. Owner or Operator has contact information posted in compliance with Sec. 22-512.

Any use of the "Certified" designation for any purpose shall make clear that it is the Owner/Landlord that is Certified, rather than any individual building or Dwelling.

C. Improper use of this designation shall be subject to fine.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-509. Regular property inspection.

- A. The Village shall conduct regular property inspections of every building containing a Residential Rental Unit.
- B. Inspections shall be conducted by the Property Standards Division of the Community Development Department, in consultation with or with the participation of the Neighborhood Standards Officer working under the supervision of the Skokie Police Department.
- C. The Owner or Operator shall make available at the time of inspection all leases with the Crime Free Addendum for each Residential Rental Unit.
- D. The scope of any inspections conducted pursuant to this section shall be limited to the exterior areas, Common Interior and Common Exterior of the property and upon a request by an Owner, Operator or Tenant, may include the interior of a Dwelling.
- E. Where any common area is shared by more than one Residential Rental Unit, no Residential Rental Unit served in whole or in part by such common area shall be deemed to be in compliance for the purposes of registration until the common area is in full compliance with all applicable ordinances, codes and regulations.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-510. Registration terminates upon sale.

Notwithstanding any provision contained in this Article, Residential

Rental Unit Registration shall terminate upon the sale of the Multi-Unit Building or Residential Rental Unit.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-511. Inspection upon sale.

- A. Transfer Stamps shall not be issued for a Multi-Unit Building or Residential Rental Unit until an inspection has been performed by the Property Standards Division of the Community Development Department, and any and all code violations that have been identified have been corrected as verified by a subsequent re-inspection.
- B. In the event the Owner disputes the determination of code violations, the Owner may request an administrative hearing. An Administrative Hearing Officer appointed by the Village shall conduct the review within five (5) business days from the date of request. Upon completion of the hearing, the Administrative Hearing Officer will issue a final determination.
- C. After being notified of code violations, an Owner shall complete the necessary repairs and notify the Property Standards Division of the Community Development Department which shall conduct a reinspection within three (3) business days and issue a determination.
- D. The initial Inspection Upon Sale report must be dated no more than one hundred eighty (180) days prior to the date of closing and dated no later than the day of the closing on the sale of the Multi-Unit Building or Residential Rental Unit. Inspection areas shall include exterior areas, Common Interior, Common Exterior and all Dwellings.
- E. Transfer Stamps may be issued for a Multi-Unit Building or Residential Rental Unit which has code violations, identified by the Inspection Upon Sale report, when such violations are not corrected, if a cash bond is posted with the Village for 110% of the cost of the required work or proof is submitted showing that a loan is in place exclusively for such required work. If a Multi-Unit Building or Residential Rental Unit which has code violations, identified by the Inspection Upon Sale report, is intended for demolition, Transfer Stamps may be issued once a cash bond is posted and the cash bond shall be returned once the demolition is completed.
- F. The request for an Inspection Upon Sale must be made in writing, not less than twenty-eight (28) days prior to the closing for the sale and may be made prior to offering the Multi-Unit Building or Residential Rental Unit for sale.
- G. The fee required for the Inspection Upon Sale shall be as set forth in Section 46-136 of the Skokie Village Code.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-512. Owner identification posting.

- A. Owner or Operator shall post a weather proof sign with his or her name and active phone number in the Multi-Unit Building's Common Exterior or Common Interior next to the front door and accessible to the public, no smaller than eight (8) inches by ten (10) inches.
- B. Multi-Unit Buildings that are Owner occupied and contain four (4) Residential Rental Units or less are exempt from this posting.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-513. Tenant application and tenant information.

- A. No Residential Rental Unit shall be rented without the Owner or Operator obtaining a written application.
- B. It is recommended that the written application request, but need not require, applicants' and all potential tenants' names (first, middle and last), addresses, birth dates, social security numbers (if any), driver's license numbers (if any}, work and home telephone numbers with a list of the applicant's current and past residences during the previous three (3) years, including addresses and name of landlords.
- C. A certification as to the correctness of the information being provided signed by all of the adult prospective Tenants should be part of the written application.
- D. Reserved.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-514. Occupancy.

No Owner or Operator shall permit the maximum occupancy of any Residential Rental Unit to be exceeded. The maximum occupancy of any Residential Rental Unit shall be:

TABLE INSET:

Number of Bedrooms	Maximum Number of Persons in
Studio	2
1	2
2	4
3	6
4	8
5	10
6	12

Owner or Operator shall also comply with Section 22-183 of the Skokie Village Code and may request additional occupancy for bedrooms which exceed one hundred (100) square feet for one (1) additional occupant for every additional

fifty (50) square feet of floor area. If there is any conflict between the two sections, the more restrictive section shall apply. The decision of the Property Standards Division of the Community Development Department shall be the sole determiner as to what constitutes a bedroom for purposes of occupancy and shall be binding. (Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-515. Tenant rights and responsibilities.

- A. No Tenant shall commit vandalism in or upon the building in which the Tenant's Residential Rental Unit is located, and no Tenant shall permit vandalism to occur or shall violate any of the provisions of this Article or any applicable ordinance, code or regulation of the Village in the Residential Rental Unit occupied by the Tenant
- B. Every Owner or Operator shall maintain the premises in compliance with all local, state, and federal codes and shall promptly make any and all repairs necessary to fulfill the obligation.
- C. Every Tenant shall keep that part of the premises that he or she uses in a safe, clean and healthy manner.
- D. Every Owner or Operator shall disclose to the Tenant in writing at or before the commencement of the tenancy, the name, address and telephone number of a Person authorized to manage the premises.
- E. Every Owner or Operator shall notify all prospective Tenants in writing that "The Village of Skokie prohibits discrimination of real estate transactions based on race, color, religion, sex, creed, ancestry, national origin, disability, age, marital status, presence or age of children, sexual orientation or source of income (Chapter 58, Section 58-36 of the Skokie Village Code)." Such language may be included with other printed materials.
- F. Every Owner or Operator shall attach to any lease or written rental agreement or similar document a copy of Chapter 22, Article XIV, Rental Unit Registration and Chapter 58, Article II, Discrimination and Fair Housing, of the Skokie Village Code.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-516. Registration renewal.

A Residential Rental Unit Registration shall be renewed annually. Any Residential Rental Unit and Owner that is not substantially in compliance with this Article and any and all applicable codes, including health, safety and buildir1g codes shall be required to pay double the registration fee.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-517. Administration of this article.

The Village Manager or designee shall administer this Article and may promulgate rules and regulations to carry out its enforcement.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 22-518. Implementation.

- A Inspections of Residential Rental Units by the Property Standards Division of the Community Development Department and the Neighborhood Standards Officer shall be prioritized based on Nuisance Intervention and Prevention Committee findings, code violations, location, timing of last inspection, complaints and other conditions that warrant an increased level of review and intervention.
- B. Each registration shall be an annual registration, the term of which shall commence on May 1 of a given year and shall terminate on the following April 30.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

Sec. 42-43. Crime Free Lease Addendum; Obligations of Owners and Tenants to commit to crime free tenancies.

- (a) The definitions contained in Article IX, Section 22-500 of the Skokie Village Code shall be incorporated by reference to this Section and shall apply as fully set forth.
- (b) Any Owner that leases property to another Person shall utilize a "Crime Free" Lease Addendum. The addendum is to make the occupancy of a leased premises by an individual engaged in violent or drug-related crimes or the use of a leased premises in the commission of a crime, or in furtherance of the commission of certain criminal activity, by a Tenant, a Tenant's invitee or other Person authorized or allowed by the Tenant or the Tenant's family to be on the leased premises, a lease violation. The language for a Crime Free Lease Addendum is in subsection (h), below.
- (c) In the event that criminal activity occurs in a leased premises that constitutes (i) any class of felony, or (ii) a Class A misdemeanor at least twice in one year, then an Owner, or authorized agent, shall initiate eviction proceedings against the Tenant participating in the criminal activity as specified in the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq. For the purposes of this Section, a Tenant that was a non-culpable victim or was not participating in criminal activity shall not be evicted for the reason of the criminal activity. This Section shall also not apply to victims of domestic violence, dating violence, sexual assault or stalking for any violation of the Crime Free Lease Addendum. In the event the Owner, authorized agent, or Tenant believes that the circumstances are such that eviction should not be undertaken, then they shall file a written request detailing the circumstances with the Nuisance Intervention and Prevention Committee, (hereinafter "NIP Committee") and request a determination of whether eviction is inappropriate. The NIP Committee may, at its discretion, meet with the Owner, authorized agent, and any other Person, including the Tenant, that may have relevant information regarding the circumstances. The NIP Committee shall render a written determination on the question of whether eviction is inappropriate and may deliver it via first class mail. The NIP Committee may consider, but is not limited to, the following factors:
 - 1. The activity itself,
 - 2. The age of the participants involved in the activity,
 - 3. Whether the Tenant was a non-culpable victim of the activity, or
 - 4. Any other factors the NIP Committee deems relevant.
- (d) When the provisions of paragraph (c) require the Owner to initiate eviction proceedings, the Owner, or authorized agent, shall initiate action to evict a Tenant within fifteen (15) days of the date: (i) the Owner, or authorized agent becomes aware or should have become aware that criminal activity warranting eviction took place, or (ii) that a written determination is delivered to the Owner by the NIP Committee pursuant to paragraph (c). An Owner may include language in the lease that authorizes eviction for more minor

offenses than indicated in paragraph (h). In the event criminal activity occurs that is not a felony, or a Class A misdemeanor twice within twelve months, then the decision to initiate eviction proceedings is discretionary for the Owner.

- (e) Whenever an Owner is proceeding with an eviction pursuant to paragraph (h), the Owner may request that the Village of Skokie Corporation Counsel or designee appear before the court or prepare a written submission when there is a hearing on the eviction, not to represent the Owner, but to support the eviction proceeding pursuant to the terms of this Code. The decision to appear is at the discretion of the Corporation Counsel.
- (f) It is a violation of the Code for an Owner to not include a Crime Free Lease Addendum in a written lease affecting property in the Village. If the leasing of a property is an oral arrangement, then the Owner must notify the Tenant in writing that the Crime Free Lease Addendum is a condition of the lease and the Tenant is obligated to adhere to its language. The Owner, or authorized agent, must keep sufficient records to demonstrate that such notice is provided. It is a violation of the Code for an Owner to not enforce the Crime Free Lease Addendum.
- (g) The Village may conduct "Crime Free Property" seminars from time to time. Any Owner, agent of an owner, or Tenant may be required to attend the Village's Crime Free Property seminars at the request of the Village Manager based on the following considerations:
 - (1) If the property rented or leased by the Owner is a nuisance property as defined in this Section 42-35;
 - (2) Criminal activity occurred on the property; or
 - (3) Upon the recommendation of the NIP Committee.
- (h) *Crime Free Lease Addendum.* Every lease in the Village of Skokie shall include language requiring the Owner and Tenant to agree to the following provisions and shall execute the Crime Free Lease Addendum found at the end of this section:
 - (1) Tenant, any member of the Tenant's leasehold, a guest or invitee of the Tenant, or a Person that Tenant knows, or should reasonably know, is present, including, but not limited to, any person invited in any way, or allowed to be present, on the leased premises or the common grounds, shall not engage, or in any way be involved in, any criminal activity, on or near the leased premises. For the purposes of this lease, criminal activity shall mean any criminal offense which would constitute a felony or Class A misdemeanor. This prohibition is applicable to all public ways abutting the leased premises or common grounds.
 - (2) Tenant, any member of the Tenant's leasehold, a guest or invitee of the Tenant or a member of Tenant's leasehold, including, but not limited to, a Person that Tenant knows or should reasonably know, is

present at the leased premises or on the common grounds shall not engage in any act intended to facilitate or that does facilitate criminal activity, including, but not limited to, drug-related offenses.

- (3) Tenant, or any member of the Tenant's leasehold, shall not engage, or in any way be involved in any violent criminal activity or illegal drug activity anywhere in or outside of the Village of Skokie. For purposes of this lease, violent criminal activity or illegal drug activity shall mean any arrest and charge of a felony offense concerning violent acts or drugs.
- (4) Tenant, and any member of Tenant's leasehold, shall not permit the leased premises or common grounds to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the leasehold, a guest or invitee, and regardless of whether the Tenant is at home during any such activity.
- (5) Tenant, any member of the Tenant's leasehold, a guest or invitee of the leased premises or the common grounds, including, but not limited to, any Person invited in any way, or allowed to be present, by Tenant or a member of Tenant's leasehold, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
- (6) Tenant, any members of the Tenant's leasehold, a guest or invitee of the Tenant, or a Person that Tenant knows, or should reasonably know, is present on the leased premises, including, but not limited to, any Person invited in any way, or allowed to be present, by Tenant or a member of Tenant's leasehold, shall not engage in any prostitution, criminal street gang activity, threatening or intimidating conduct, or assault, all as defined by the Illinois Compiled Statutes, or unlawful discharge of firearms, on or near the leased premises or common grounds.
- (7) Tenant and Tenant's occupants, whether on or off the premises, shall not engage in any violent crime.

CRIME FREE LEASE ADDENDUM

As part of the consideration for this Lease, Tenant agrees as follows:

1. Tenant and Tenant's occupants, guests and invitees, whether on or near the leased premises as well as on all public ways abutting the leased premises and common grounds, are prohibited from:
 - a. Engaging, or in any way being involved in, any criminal activity. For the purposes of this lease, criminal activity shall mean any criminal offense which would constitute a felony or Class A misdemeanor.
 - b. Engaging in any act intended to facilitate or that does facilitate criminal

activity including, but not limited to, drug-related offenses.

- c. Permitting the premises to be used for, or to facilitate, criminal activity.
 - d. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance or cannabis, at any location whether in, at, on or near the property.
 - e. Engaging in any prostitution, criminal street gang activity, threatening or intimidating conduct or assault, all as defined by the Illinois Compiled Statutes, or unlawful discharge of firearms.
2. Tenant, or any member of the Tenant's leasehold, shall not engage, or in any way be involved in any violent criminal activity or illegal drug activity anywhere in or outside of the Village of Skokie. For purposes of this lease, violent criminal activity or illegal drug activity shall mean any arrest and charge of a felony offense concerning violent acts or drugs.
 3. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in Cook County.
 4. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for the purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signor, occupant or guarantor, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
 5. Tenant hereby authorizes property management/Owner to use police generated reports against Tenant for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.
 6. Tenant also agrees to be responsible for the actions of Tenant's occupants, Tenant's guests and invitees, and Tenant's occupant's guests and invitees, regardless of whether Tenant knew or should have known about any such actions. A guest or invitee shall be anyone who Tenant or Tenant's occupant gives access to or allows on the premises or in the rental unit.

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

TABLE INSET:

Tenant Signature:	Date:
Tenant Signature:	Date:
Property Owner/Manager Signature:	Date:
Address of Rental Property:	

(Ord. No. 09-4-C-3671, § 2, 4-20-2009; Ord. No. 14-1-C-4030, § 3, 1-6-2014)

LANDLORD' S FIVE-DAY NOTICE – NON-PAYMENT OF RENT

Date: _____

To: _____

Address: _____

You are hereby notified that there is now due the undersigned landlord the total sum of \$_____ as past due rent for the premises situation in the Village of Skokie, Cook County, State of Illinois, address and unit number as follows:

with all buildings, sheds, closets, garages, parking spaces, and common areas used in connection with said premises.

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

_____ is hereby authorized to receive said rent due, for the undersigned.

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 rent.

Dated this _____ day of _____, 20____ _____
Landlord

By: _____
Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

_____ I personally delivered a copy thereof to the within named tenant, _____

_____ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

_____ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

_____ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)
_____ day of _____, 20____)
_____))
_____))
_____))

Signature or Person Signing Notice

Signature and Seal of Notary Public

LANDLORD'S TEN-DAY NOTICE – VIOLATION OF LEASE TERMS

Date: _____

To: _____

Address: _____

You are hereby notified that your tenancy for the premises situated in the Village of Skokie, Cook County, State of Illinois, address and unit number as follows:

You have violated the lease by:

and you are further notified that your lease is **terminated** as of _____ (date).

Demand is hereby made that you vacate the said premises and deliver up possession thereof to the undersigned at that time. No further demand shall be necessary before bringing legal proceedings to recover the premises.

Dated this _____ day of _____, 20__

Landlord

By: _____

Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

_____ I personally delivered a copy thereof to the within named tenant, _____

_____ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

_____ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

_____ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)
_____ day of _____, 20__)
_____)
_____)
_____)
_____)
_____)

Signature or Person Signing Notice

Signature and Seal of Notary Public

LANDLORD' S THIRTY DAY NOTICE – MONTH-TO-MONTH

Date: _____

To: _____

Address: _____

You are hereby notified that your tenancy for the premises situated in the Village of Skokie, Cook County, State of Illinois, address and unit number as follows:

_____ shall be **terminated** as of _____ (date).

Demand is hereby made that you vacate the said premises and deliver up possession thereof to the undersigned at that time. No further demand shall be necessary before bringing legal proceedings to recover the premises.

Dated this _____ day of _____, 20____ _____
Landlord

By: _____
Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

_____ I personally delivered a copy thereof to the within named tenant, _____

_____ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

_____ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

_____ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)
_____ day of _____, 20____)
_____)

Signature or Person Signing Notice

Signature and Seal of Notary Public

LANDLORD'S FIVE DAY NOTICE PURSUANT TO 735 ILCS 5/9-120

Date: _____

To: _____

Address: _____

You are hereby notified that pursuant to 735 ILCS 5/9-120, the landlord has elected to void your lease for the premises situated in the Village of Skokie, Cook County, State of Illinois, address and unit number as follows:

The landlord has elected to void the lease as a result of the following:

And you are further notified that your lease is **terminated** as of _____ (date), five days after service of this notice.

Demand is hereby made that you vacate the said premises and deliver up possession thereof to the undersigned at that time. No further demand shall be necessary before bringing legal proceedings to recover the premises.

Dated this _____ day of _____, 20____

Landlord

By: _____

Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

_____ I personally delivered a copy thereof to the within named tenant, _____

_____ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

_____ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

_____ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)
_____ day of _____, 20____)
_____))
_____))
_____))

Signature or Person Signing Notice

Signature and Seal of Notary Public