

Sec. 42-43. Crime free lease provisions; Obligations of landlords and tenants to commit to crime free tenancies.

- (a) Any property owner that leases property to another person shall utilize a "crime free" lease addendum or have a clause in the lease similar to a crime free lease addendum. The clause, or addendum, is to make 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 suggested language for a crime free clause is in subsection (f), below.
- (b) In the event the criminal activity would constitute (i) any class of felony, or (ii) a Class A misdemeanor, at least twice in one year, then a property owner, or authorized agent, shall initiate eviction proceedings as specified in the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq. In the event the property 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 NIP Committee and request a determination of whether eviction is inappropriate. The NIP Committee may, at its discretion, meet with the property 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.
- (c) When the provisions of paragraph (b) require the property owner to initiate eviction proceedings, the owner, or authorized agent, shall initiate action to evict a tenant within 15 days of the date: (i) the property 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 property owner by the NIP Committee pursuant to paragraph (b). A property owner may include language in the lease that authorizes eviction for more minor offenses than indicated in paragraph (f). In the event criminal activity occurs that is not a felony, or a Class A misdemeanor twice within 12 months, then the decision to initiate eviction proceedings is discretionary for the property owner.
- (d) It is a violation of the Code for a property owner to not include a crime free clause or addendum in a written lease affecting property in the Village. If the leasing of a property is an oral arrangement, then the property owner must notify the tenant in writing that the crime free clause is a condition of the lease and the tenant is obligated to adhere to its language. The property owner, or authorized agent, must keep sufficient records to demonstrate that such notice is provided. It is a violation of the Code for a property owner to not enforce the crime free clause or addendum.
- (e) The Village may conduct "Crime Free Property" seminars from time to time. Any owner,

agent of an owner, occupant or tenant may be required to attend the Village's Crime Free Property seminars at the request of the Village Manager or his designee 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.
 - (3) Upon the recommendation of the NIP Committee.
- (f) *Crime free lease addendum.* Every lease in the Village of Skokie shall include language requiring the owner and tenant to agree to provisions substantially in the following form:
- (1) Tenant, any member of the tenant's household, 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 household, a guest or invitee of the tenant or a member of tenant's household, 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, and any member of tenant's household, 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 household, a guest or invitee, and regardless of whether the tenant is at home during any such activity.
 - (4) Tenant, any member of the tenant's household, 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 household, 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.
 - (5) Tenant, any members of the tenant's household, 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 household, 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.
 - (6) Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy. A violation of any of the provisions of this added addendum shall be deemed a serious

violation and material non-compliance with the lease. It is understood and agreed that a 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.

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.

- (7) In case of conflict between the provision 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 resident.

(Ord. No. 09-4-C-3671, § 2, 4-20-2009)

Secs. 42-44--42-70. Reserved.