CHAPTER 33

PROPERTY MAINTENANCE CODE

ARTICLE I – ADOPTION OF CODE

33-1-1 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED. The City of Belleville hereby adopts the 2006 International Property Maintenance Code with the exception of Secs. 404.4 and 404.5 which are not adopted and Secs. 404.4 and 404.5 which are attached hereto and marked Exhibit "A" are adopted instead of Secs. 404.4 and 404.5. **(Ord. No. 6915; 09-05-06)**

ARTICLE II - CERTIFICATE OF OCCUPANCY

33-2-1 OCCUPANCY PERMIT REQUIRED.

(A) It shall be unlawful for any person, owner, or agent thereof to occupy or use, or to permit the occupancy or use of any single or multi-family dwelling unit for any purpose including the movement of furniture, equipment or other personal property into said premises until a Permit of Occupancy has been issued by the Code Official. The certificate so issued shall state the occupancy complies with all of the provisions of this Code as far as can be determined by a visual inspection of the premises and a review of the record and shall also identify the individuals authorized to reside in said dwelling unit.

A Permit of Occupancy shall not be required for visitors to a dwelling unit. It shall be the burden of the owner and tenant to establish that an individual is a visitor and not residing in said dwelling unit. **(Ord. No. 7667; 02-19-13)**

(B) **Fees.**

(1) An inspection fee of **Sixty Dollars ($60.00)** shall be paid before an inspection of a housing unit shall be conducted by the City. If the housing unit fails inspection after one reinspection, or if any applicant fails to appear for a scheduled appointment for inspection, a reinspection fee of **Sixty Dollars ($60.00)** shall be paid before each additional reinspection of a housing unit by the City. It shall be the responsibility of the property owner/agent to make advance payment of any fee and schedule any required inspection with the City. An additional **Ten Dollar ($10.00)** fee will be assessed for each inspection or reinspection conducted outside of normal City business hours. **(Ord. No. 6847; 03-20-06)**

(2) A fee of **Fifty Dollars ($50.00)** shall be charged for each request for a Certificate of Occupancy. The permit shall be obtained by the tenant/occupant and must be secured before the unit can be legally occupied. If an inspection is required the fee must be paid before an Occupancy Permit can be issued. **(Ord. No. 6847; 03-20-06)**

33-2-2 APPLICATION RESIDENTIAL.

(A) The person making application for an occupancy permit for a dwelling unit shall identify the individuals who will occupy the dwelling unit and their relationships. It shall be unlawful for any person to knowingly make any false statement on an application for an occupancy permit for a dwelling unit as to the names, relationships, or number of occupants who will occupy the dwelling unit.

(B) After an occupancy permit has been issued, it shall thereafter be unlawful for the owner to change or allow a change of occupancy with or without change of ownership of the dwelling unit without the owner obtaining a new occupancy permit prior to the change of occupancy which lists the new occupants. A "change in occupancy" shall mean a change in possession of a dwelling unit by way of rental, leasehold, ownership or other manner of tenancy. **(Ord. No. 7667; 02-19-13)**

33-2-3 **ACTION ON AN APPLICATION.** The Code Official shall examine, or cause to be examined, all applications for permits within a reasonable time after filing. He shall cause the premises to be inspected within **fifteen (15) working days** after filing. If premises are not inspected within the **fifteen (15) working days**, then the permit and Certificate of Compliance shall be automatically issued without an inspection. If the premises are not in compliance with this Code and all laws and ordinances applicable thereto, the Code Official shall provide the applicant with a list of defects that are not in compliance. Said defects shall be listed with as much specificity as possible. The owner or occupant of every dwelling unit and its premises shall give the Code Official free access thereto, at all reasonable times, for the purpose of such inspection. An inspection shall be valid for a period of **one (1) year**. The dwelling unit does not have to be reinspected during the year, even if the occupancy changes. A reinspection shall be made within **fifteen (15) working days** after a written request for reinspection has been made to the Code Official. If the premises are not reinspected within the **fifteen (15) working days**, from receipt of the written request, then the permit and Certificate of Compliance shall be automatically issued without a reinspection. If specific defects are found in the original inspection, the Code Official shall not require additional defects to be corrected that were discovered on a reinspection unless the new defects occurred after the original inspection. There shall be a fee of **Fifty Dollars ($50.00)** for every reinspection after the first reinspection. No inspection shall be required under this Article for a dwelling unit that is less than **five (5) years** of age. **(Ord. No. 6426; 05-20-02)**

33-2-4 **ISSUANCE OF PERMIT.** If all the fees are paid and the Code Official is satisfied that the premises and its occupancy are in compliance with this Code and all laws and ordinances applicable thereto, the Code Official shall issue the occupancy permit as soon as practicable. The only individuals authorized to reside in a dwelling unit shall be the individuals listed on the occupancy permit. **(Ord. No. 7667; 02-19-13)**

33-2-5 **CONDITIONAL PERMIT.** Occupancy shall be permitted on aconditional basis when in the judgment of the Code Official practical difficulties interfere with completing all repairs required to bring the premises into full compliance with this Code prior to permitting occupancy. However, no conditional permit shall be issued when there is a condition on the premises which can threaten the health or safety of an occupant. No conditional permit shall be issued under the provisions of this Code for premises which have been newly constructed, newly altered, or on which a change in use is proposed unless a Certificate of Use and Occupancy has first been issued under the provisions of the Building Code.

33-2-6 **REJECTION OF APPLICATION.** If the application does not comply with the requirements of all pertinent laws, the Code Officials shall reject such application in writing, stating the reasons therefor. Furthermore, Code Officials may reject an application or deny an occupancy permit in such case when an applicant or person applying for an occupancy permit has failed to pay liens, sewer debts, trash collection fees or any other fees which are due to the City of Belleville. **(Ord. No. 5464; 09-05-95)**

33-2-7 **SUSPENSION OF PERMIT.** Any permit issued shall become invalid if the occupancy is not commenced within **six (6) months** after issuance of the permit or if the occupancy is terminated.

33-2-8 **REVOCATION OF PERMIT.** The Code Official may revoke a permit in any case of false statement or misrepresentation of facts in the application on which a permit was based, or in the event a structure or part thereof is condemned pursuant to this Code. Additionally, the Code Official may revoke a permit if trash or sewer bills are unpaid for a **sixty (60) day** period. Further, the Code Official may refuse to issue an occupancy permit pursuant to this Article if sewer or trash bills are unpaid at the time of application. **(Ord. No. 5656; 12-02-96)**

33-2-9 **EXISTING RESIDENTIAL OCCUPANCIES.** The provisions of subsection 63.208 shall not apply to any residential occupancy in existence at the time this Code takes effect, unless there is a change in the occupancy of any person after said date. **(Sec. 63.238)**

33-2-10 **DUTY OF PUBLIC UTILITIES.** Every person or persons, firm or corporation or other business entity, whether public or private, that sells or supplies utility services within the City limit of the City of Belleville, including, but not limited to, water, electricity, or gas, but excepting telephone service, shall not commence such service nor initiate providing such service to any dwelling, or to any portion thereof, to any person or party unless the person or party intending to occupy same, has presented to the said utility supplier or provider an occupancy permit or temporary permit to owner/agent wherein the signature of the appropriate City official is affixed thereto and his/her seal is imprinted thereon.

This Section shall not apply to any occupancy wherein the occupant is seeking restoration of utility service subsequent to a discontinuance or disconnection of same or where the occupant is seeking additional services at the same dwelling. **(Ord. No. 5704; 03-17-97)**

33-2-11 **TEMPORARY PERMIT TO OWNER/AGENT.** If an owner or agent has not entered into a separate agreement with the public utility referred to in **Section 33-2-10**, a temporary permit may be issued to an owner or agent to allow the owner/agent to start or continue utility service to any single or multi-family unit for the purpose of protecting an unoccupied unit from the elements or to allow the owner/agent to show the premises after the previous occupant has moved out. In addition, the owner/agent who is issued a temporary permit may perform cleaning, repairing, and maintenance services to the premises. The temporary permit shall

require the owner/agent to place all utilities in the owner/agent's name and assume financial responsibility for all such utilities. The temporary permit shall not authorize any person to occupy the premises.

A temporary permit may be revoked as provided in **Section 33-2-8** and applications for temporary permits may be rejected by the Code Official as set forth in **Section 33-2-6**.

A temporary permit shall expire upon the issuance of a certificate of occupancy for the premises.

The Code Official responsible for enforcement of certificates of occupancy may promulgate such rules, regulations and procedures as he/she deems necessary to implement this Section. **(Ord. No. 5704; 12-02-96)**

33-2-12 **PENALTY.** Any person who is an occupant of the premises violating any provision of this Property Maintenance Code or any part thereof shall be fined in an amount not less than **One Hundred Dollars ($100.00)** nor more than **One Thousand Dollars ($1,000.00).** Any person who is an owner of property violating any provision of this Property Maintenance Code or any part thereof shall be fined in an amount not less than **Two Hundred Fifty Dollars ($250.00)** nor more than **One Thousand Dollars ($1,000.00)**. The minimum fine for an owner for a second offense shall be **Five Hundred Dollars ($500.00)**, for the third offense shall be **Seven Hundred Fifty Dollars ($750.00)** and for the fourth offense shall be **One Thousand Dollars ($1,000.00)**. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. The court shall also order as part of the judgment that the defendant comply with all applicable codes and ordinances relating to the property which is the subject of the violation. **(Ord. No. 7101; 04-08-08)**

NOTE: The sections in this Article were renumbered because the section numbers were originally duplicated.

ARTICLE III – CRIME-FREE HOUSING PROGRAM

33-3-1 **PURPOSE.** The goal of the City of Belleville Crime-Free Housing Program is to increase the quality of life of residents by partnering the City with Owners. Landlords and Managing Agents to decrease the incidents of public safety violations and criminal activity in rental properties.

This program will collect current and accurate information identifying existing Rental Properties, Owners, Landlords, and Managing Agents in the City of Belleville. This information shall be used by the Department of Health and Housing, Police Department and Fire Department to perform their respective duties.

It is the intent of this Article and it shall not be construed or enforced in any manner which would affect the tenancy of a Tenant whose only involvement in an incident has been as the victim of a crime.

3-3-2 **CRIME-FREE HOUSING COMMITTEE.** The Crime-Free Housing Committee is established to evaluate and respond to concerns brought forward by the public, police, residents and tenants.

The Mayor shall appoint the members of the Crime-Free Housing Committee and it shall consist of **two (2)** owner-occupied homeowners, **two (2)** landlords, **two (2)** tenants, **two (2)** City Council members, **one (1)** licensed real estate professional and **one (1)** property manager; no **two (2)** members shall be from the same company or entity. The Health and Housing Director and Crime-Free Housing Enforcement Officers shall attend each meeting. The Committee shall meet at a minimum of **two (2) times** per year at least **six (6) months** apart or more often as needed to review progress and address concerns brought forth by interested parties. At each meeting, the Committees shall be given the most current crime statistics and an accounting of all funds received and expended pursuant to this Article.

33-3-3 **SCOPE.** This Article shall apply to every building or portion thereof rented as residential Rental Units located within the corporate limits of the City, as its corporate limits are now or hereafter altered, without regard to the zoning classification of the property, excepting the following:

(A) Nursing homes, as defined in the Zoning Code;

(B) Hotels and motels, as defined in the Zoning Code;

(C) Public housing, owned by a governmental agency.

(D) Dormitories and other housing units owned or managed by a public or private educational institution such as a college or school.

33-3-4 **APPLICABILITY.** This Article shall apply to all Owners, Landlords, and Managing Agents of residential rental property located within the corporate limits of the City, as its corporate limits are now or hereafter altered, without regard to the zoning classification of the property.

33-3-5 **NOTICES.** Any written notice required to be given to the Owner of a Rental Unit under this Article shall be addressed to such Owner, Landlord and/or Managing Agent, as applicable, at the address(es) on the Rental Property Registration form.

33-3-6 **DEFINITIONS.** The following words and phrases, when used in this Article, shall have the meanings respectively ascribed to them in this Section, except where the context otherwise requires.

Chief of Police means the Chief Law Enforcement Officer of the Department of Police of the City, or his/her designee, responsible for law enforcement and the investigation of complaints of violations with the provisions of this Article to ensure compliance with this Article.

City means the City of Belleville, Illinois, or as appropriate, its employees, officers, agents, consultants, or contractors acting under and within the scope of authority of the City to carry out and enforce the provisions of this Section.

Certificate means Crime Free Housing Certification Certificate.

Director means the Director of Health and Housing, or his/her authorized designee.

Duplex means a building with **two (2)** Rental Units.

Landlord means the same as Managing Agent.

Managing Agent means one or more persons or business entities that have charge, care, or control of a building in whole, or part thereof, in which rental units are maintained. Managing Agents are contractors of the Owner, and can act on behalf of the Owner as per the stipulations of their contract. If a Managing Agent is appointed by an Owner, the City will first contact the Managing Agent, and then the Owner regarding any issues or violations requiring attention.

Multi-Family Building means a structure that contains **three (3)** or more Rental Units.

Occupant(s) means the legal resident, or Tenant, of a Rental Unit who enjoys the exclusive use of the Rental Unit as stipulated in the Rental Agreement.

Owner means **one (1)** or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

Organization shall include a corporation, trust, estate, partnership, association, or any other legal or commercial entity. The term shall not include a lessee who previously occupied a Rental Unit and who is subleasing the unit for the remaining part of his or her lease.

Property Maintenance Code means the International Property Maintenance Code as adopted by the City, as amended.

Rent means any payment made to or any consideration given to an Owner, Landlord, or Local Agent pursuant to a Rental Agreement.

Rental Agreement means all agreements, written or oral, concerning the right to use or occupy a Rental Unit for a specified period of time. It shall also include subleases.

Rental Property means a structure with one or more residential units, which are leased for occupancy. However, it does not include property excluded under **Section 33-3-3** above.

Rental Unit means **one (1)** or more rooms in a structure arranged, designed and used as a residence of living quarters by **one (1)** or more persons who are not its owner(s), and contained within a Rental Property as defined herein. It includes Single Family, Multi-Family, boarding house, duplexes, lodging house, mobile homes, and trailers.

Single Family Dwelling means a residential structure with **one (1)** rental unit.

Tenant means the same as Occupant(s) above.

33-3-7 **RENTAL PROPERTY REGISTRATION.** It shall be unlawful for any Owner, Landlord or Managing Agent, as defined herein, to lease or operate a Rental Property without first registering it with the Director of Health and Housing and complying with the provisions of this Article, together with other applicable codes and ordinances of the City.

(A) Within **thirty (30) days** of any change of ownership of a rental property, the new owner shall re-register the property as such by completing the **Rental Property Registration** form **(Attachment A)**. A change of ownership shall include any change in ownership rights, including execution of a Contract for Deed, whether recorded or not.

(B) The registration of Rental Property(ies) shall expire on the **first (1st) day of November** of each year, and must be renewed by **October 31st** of each year. The annual registration fee shall be **Twenty-Five Dollars ($25.00)** per Rental Unit.

(C) No Owner shall be allowed to register any property if the Owner has outstanding fees, fines, liens or judgments due and owing to the City.

(D) Registration may be denied by the City as provided in this Article. If registration is denied or revoked, the City shall notify the Owner, Landlord, or Managing Agent as applicable, in writing, of the denial and the reasons therefore, and provide an opportunity to appeal the decision pursuant to this Article.

(E) Registration, or renewal thereof, shall not be allowed if the Owner fails to comply with this and/or all other applicable city ordinances.

33-3-8 **ADMINISTRATIVE APPEALS.** An Owner, Landlord or Managing Agent may appeal a registration denial to the Mayor's Office within **ten (10) days** of the date of written notice to such Owner, Landlord or Managing Agent, of the denial of registration. The Appeal must be in writing and state the reasons the Owner, Landlord or Managing Agent disagrees with the determination to deny registration. A hearing on the Appeal in accordance with the provisions of **Section 33-3-18** hereunder shall be conducted by the Hearing Officer appointed hereunder. The Mayor, with the advice and consent of the Council, shall appoint as Hearing Officer an attorney licensed in the State of Illinois to conduct all hearings hereunder.

33-3-9 **RENTAL PROPERTY REGISTRATION FORM.** Rental Property Registration, or renewal(s) thereof, shall be filed with the Director using the **Rental Property Registration** form **(Attachment A)** provided by the City, and shall include the following information:

(A) Owner's name, address, telephone, and Crime Free Housing Certificate number. It shall also include the owner's e-mail and website address if one exists.

(B) Landlord/Managing Agent's name, address, telephone, and Crime Free Housing Certificate number. It shall also include the Landlord/Managing Agent's e-mail address and website information is one exists.

(C) The street address of each Rental Property and the name of the complex if so named.

(D) The total number of Rental Units and their specific designations (Apts. 1, 2, 3, etc., or A, B, C, etc.) at each street address.

(E) A signed statement of the Owner (and the Landlord/Managing Agent, if applicable) acknowledging the City's Building and Property Maintenance Codes and all pertinent Ordinances (i.e. zoning, occupancy, weeds, trash, etc.) and the legal ramifications for knowingly violating any of these Codes/Ordinances.

33-3-10 **LOCAL AGENT REQUIRED.** The Owner of any Rental Unit covered by this Article shall be available to respond if requested within **twenty-four (24) hours**. This requirement may be met by maintaining an operating business or owner residence within **fifty (50) miles** of the City, or by use of a local Landlord or Managing Agent who resides within **fifty (50) miles** of the City, either of whom can be contacted on a **twenty-four (24) hour** basis. If a local Landlord or Managing Agent is used, the Owner shall identify the Landlord or Managing Agent on the **Rental Property Registration** form. A post office box, e-mail address, mailing address, or long distance toll free (e.g. 800 numbers) shall not be deemed sufficient to meet the provisions of this Section.

33-3-11 **CRIME FREE HOUSING CERTIFICATION.** All Owners, Landlords and/or Managing Agent must complete the City Training Program or have been certified by another municipality's crime free housing program.

The City Training Program will consist of the following items:

(A) Crime Free Housing Overview
(B) Applicant Screening – Protected Classes
(C) Crime Free Lease Addendum/Ordinance and Community Rules
(D) Rental Law – Resources for eviction and other legal information
(E) Criminal Behavior and Crime Prevention
(F) Crime Prevention through Environmental Designs – Target Hardening
(G) Rental Incident Forms and Reporting Procedures

33-3-12 **RENTAL AGREEMENT ADDENDUM.** An Owner, Landlord and/or Managing Agent must be cognizant of the public health, safety and welfare of the neighborhood and its citizens. In order to preserve this trust, the Owner, Landlord and/or Managing Agent must have all available information regarding a prospective Tenant's criminal activity prior to making a decision to rent to the prospective Tenant. Therefore, all Owners, Landlords, and/or Managing Agents shall conduct a **US Comprehensive Criminal Search** prior to executing a Rental Agreement. A signed copy of the **US Comprehensive Criminal Search Verification** and a signed copy of the **Crime Free Rental Agreement Addendum** must accompany the Rental Agreement when the Tenant obtains the Occupancy Permit. The Addendum and Verification form will be kept on file at the City Health and Housing office. The **US Comprehensive Criminal Search Verification** from **(Attachment B)** and the **Crime Free Rental Agreement Addendum** form **(Attachment C)** will be available for the Owner, Landlord, and/or Managing Agent's use at the City Health and Housing office or on their website.

33-3-13 **US COMPREHENSIVE CRIMINAL SEARCH.** All Owners/Landlords/ Managing Agents shall:

(A) Conduct a US Comprehensive Criminal Search on all prospective tenants and occupants age **eighteen (18)** and over prior to executing a lease or rental agreement. The search must go back at least **seven (7) years** including all known addresses, and must also check nationally recognized sex offender registration websites. The Owner, Landlord or Managing Agent may conduct this search, or may have a reputable agency conduct this search at own expense. A fee may be incurred.

(B) Conduct a US Comprehensive Criminal Search on all persons/occupants age **eighteen (18)** and over prior to allowing the person(s)/occupant(s) to be added to the Occupancy Permit. The search must go back at least **seven (7) years** including all known addresses, and must also check nationally recognized sex offender registration websites. The Owner, Landlord or Managing Agent may conduct this search, or may have a reputable agency conduct this search at own expense. A fee may be incurred.

The Owner/Landlord/Managing Agent is required to maintain the US Comprehensive Criminal Search(es) on file as long as the tenant occupies the unit.

33-3-14 **US COMPREHENSIVE CRIMINAL SEARCH VERIFICATION.** All Owners, Landlords, and/or Managing Agents shall complete and submit a US Comprehensive Criminal Search Verification form along with the Lease or Rental Agreement when the tenant obtains the Occupancy Permit. This form must also be completed and submitted before permission will be granted to add a person to the Occupancy Permit. This form **(Attachment B)** shall include the following:

(A) A thorough US Comprehensive Criminal Search for the past **seven (7) years** including all known addresses, and including nationally recognized sex offender registration websites has been conducted by (name of company/individual performing search) on (date) on the following persons who will reside at (address).

(1) Name, Birthdate.
(2) Name, Birthdate.
(3) Name, Birthdate.

(B) In compliance with City Ordinance 33-3-14, I have reviewed all US Comprehensive Criminal Searches of all individuals **eighteen (18) years** of age and older prior to executing the Rental Agreement.

(C) Signature of Owner/Landlord/Managing Agent

(D) Title of Owner/Landlord/Managing Agent

33-3-15 **CRIME FREE RENTAL AGREEMENT ADDENDUM** shall include the following:

(A) Tenant acknowledges that the City has enacted a Crime Free Housing Ordinance, and in addition to all other terms of the Rental Agreement, Owner/Landlord/ Managing Agent and Tenant agree as follows:

The Tenant, any occupant or member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, at or near the leased premises (Rental Unit), common areas or appurtenances:

(1) Shall NOT commit any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law;
(2) Shall NOT engage in any act intended to facilitate the commission of any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law;
(3) Shall NOT use or permit the use of the leased premises (Rental Unit) for the commission of any act that would constitute a felony or a Class A misdemeanor under Illinois law;
(4) Shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises

(Rental Unit) which is the responsibility of the Tenant or relate to the conduct of the Tenant.

Any violation of the above provisions shall be a material and irreparable violation of the Rental Agreement and good cause for immediate termination of tenancy and recovery of the leased premises (Rental Unit). Unless otherwise provided by law, proof of a violation shall be established by a preponderance of the evidence.

In case of conflict between the provisions of this Addendum and any other provisions of the Rental Agreement, the provisions of this Addendum shall govern to the extent permitted by applicable law.

This Addendum is incorporated into the Rental Agreement executed or renewed this day between the Owner/Landlord/Managing Agent and the Tenant.

The Addendum must include the address of the Rental Unit. It must also be signed and dated by the Owner/Landlord/Managing Agent and all Tenants/Occupants of age **eighteen (18)** or older.

33-3-16 **REPORTING OF ACTIVITY AT RENTAL UNITS.** A **Rental Incident Form (RIF)** may be created by the responding police officer on a call to a Rental Unit related to disturbances or criminal activity at or near that Rental Unit.

33-3-17 **CRIME FREE HOUSING CERTIFICATE.** All Owners, Landlords or Managing Agents of any Rental Property located within the City shall first qualify for and possess a current and valid Crime Free Housing Certificate. The Certificate shall be specific to the individual and shall not be transferable. No Owner, Landlord or Managing Agent shall qualify for a Crime Free Housing Certificate unless the applicant first documents to the Director of Health and Housing:

(A) The Owner, Landlord or Managing Agent has attended and successfully completed a seminar, conducted or authorized by the Director of Health and Housing for Owners, Landlords and Managing Agents; and

(B) The Owner, Landlord or Managing Agent has satisfied and paid all fees, fines, judgments and liens in favor of the City and against the licensed or proposed licensed Owner, Landlord, or Managing Agent or the Rental Property.

33-3-18 **CRIME FREE HOUSING CERTIFICATE SUSPENSION AND REVOCATION.** It shall be a violation of this Article for any Owner, Landlord or Managing Agent of a Rental Unit to:

(A) fail to take prompt, diligent, and lawful steps to remove the Tenant from possession of the Rental Unit:

(1) following notice of the commission of a felony or a Class A misdemeanor in the Rental Unit where allowed or permitted by Tenant; or

(2) following notice of **four (4)** ordinance violations committed within any **six (6) month** period in the Rental Unit, or in common areas related to the Rental Unit, where allowed or permitted by Tenant; or

(3) following notice of other violation of the **Crime Free Rental Agreement Addendum (Attachment C)**, as now or as

hereafter amended, where violation of that addendum expressly constitutes good cause for termination of the Rental Agreement.

(B) fail to pay and satisfy any fee, fine, judgment or lien in favor of the City and against the licensed Owner, Landlord or Managing Agent, or the Rental Property.

The Director of Health and Housing shall provide notice to the Owner, Landlord, or Managing Agent that a complaint has been filed with the Hearing Officer appointed hereunder. The Hearing Officer shall conduct a hearing to suspend or revoke the **Crime Free Housing Certificate** of any Owner, Landlord, or Managing Agent where, after notice and hearing, the Hearing Officer shall make findings determining:

(A) Whether any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law was committed on the leased premises (Rental Unit) or on common areas related to the licensed premises (Rental Unit);

(B) Whether **four (4)** or more violations of City ordinances were committed within any **six (6) month** period within the leased premises (Rental Unit), or on common areas related to the leased premises (Rental Unit);

(C) Whether the certified Owner, Landlord, or Managing Agent failed to take prompt, diligent, and lawful steps to remove the Tenant from possession of the leased premises (Rental Unit):

(1) Following notice of the commission of a felony or a Class A misdemeanor in the leased premises (Rental Unit) where committed, allowed or permitted by Tenant; or

(2) Following notice of **four (4)** ordinance violations committed within any **six (6) month** period in the leased premises (Rental Unit), or in common areas related to the leased premises (Rental Unit), where committed, allowed or permitted by Tenant; or

(3) Following notice of other violation of the **Crime Free Rental Agreement Addendum (Attachment C)**, as now or as hereafter amended, where violation of that addendum expressly constitutes good cause for termination of the Rental Agreement.

(D) Whether the Owner, Landlord or Managing Agent failed to pay and satisfy any fee, fine, judgment or lien in favor of the City and against the licensed Owner, Landlord or Managing Agent, or the Rental Property.

The City and the Owner, Landlord or Managing Agent shall be given **fourteen (14) days'** notice of any hearing under this Section for the suspension or revocation of a Crime Free Housing Certificate, and the City and the Owner, Landlord or Managing Agent shall be given an opportunity to present relevant evidence. If the hearing on suspension or revocation of a Crime Free Housing Certificate is to be based on the conduct of a Tenant or the conduct in a Tenant's Rental Unit, then Tenant shall also be given **fourteen (14) days'** notice of any hearing under this Section and shall also be given an opportunity to be heard. The Hearing Officer shall have the power to administer oaths and require the attendance of any City employees. The hearing shall be recorded. Upon consideration of the evidence presented at hearing, the Hearing Officer shall make written findings of fact and issue a written decision, which shall be promptly mailed to the City and the Owner, Landlord or Managing Agent as applicable. The affirmative defense provided in **75 ILCS 5/9-106.2** shall be available to the Owner, Landlord, Managing Agent or Tenant at any hearing held hereunder.

If at the hearing held hereunder, the Hearing Officer finds a violation of this Article, the Hearing Officer shall be authorized to order as to the Owner, Landlord, or Managing Agent, one or more of the following:

(A) Retraining and successful completion of a Crime Free Housing seminar, conducted or authorized by the Director of Health and Housing within a specified time frame to be determined by the Hearing Officer;

(B) Suspension of the Owner, Landlord, or Managing Agent's Crime Free Housing Certificate for up to **ninety (90) days** or **sixty (60) days** after completion of corrective action, during which time the Owner, Landlord, or Managing Agent will be unable to issue any new Rental Agreements;

(C) Revocation of the Owner, Landlord, or Managing Agent's Crime Free Housing Certificate.

Notwithstanding any contrary provision herein, the Owner, Landlord or Managing Agent may invoke at hearing an affirmative defense set forth in Section 9-106.2 of the Illinois Code of Civil Procedure **(735 ILCS 5/9-106.2)** that, if proven by a preponderance of the evidence, shall avoid the requirement to remove the Tenant from the leased premises (Rental Unit) for any initial incident involving domestic violence or sexual violence at the leased premises (Rental Unit), provided that the Owner, Landlord or Managing Agent must have barred the perpetrator of such domestic violence or sexual violence in accordance with applicable subsections (f) and/or (g) thereof.

33-3-19 **FINES.** Violations of this Article shall be punishable by a fine of not less than **Two Hundred Fifty Dollars ($250.00)** for the first violation, or **Five Hundred Dollars ($500.00)** for the second and all subsequent violations. Fines shall not exceed **Five Hundred Dollars ($500.00)** for any violation. Each day shall constitute a separate and continuing violation. The City may seek remedies which include corrective action, prohibitions, or revocations as a part of its relief.

33-3-20 **SEVERABILITY.** If any section, provision, or part of this Article is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Article shall remain in full force and effect and the application thereof to other persons, entities, or circumstances shall not be affected thereby.

(Ord. No. 7715; 09-16-13)