

City of Elgin Ordinance
Chapter 6.37 RENTAL RESIDENTIAL PROPERTY

6.37.100: OWNER RESPONSIBILITY

- A. The owner of a rental residential property shall maintain a record for each property with the full legal names of every tenant or occupant residing in each dwelling unit or rooming unit.
- B. The owner or property agent of a rental residential property shall provide each tenant or occupant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed. The owner shall also cause said information to be posted and maintained within the main entryway of every rental residential structure.
- C. The owner of a rental residential property shall inform each tenant or occupant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards of the city's property maintenance code. This number shall be determined by the code official.
- D. The owner of a rental residential property shall make available to the code official, upon request, the tenant and occupant records required to be maintained under this section.
- E. After June 30, 2006, the owner of any rental residential property, and when applicable, the property agent of any rental residential property, shall attend and successfully complete a landlord training class conducted by the city within one year from the date of the issuance of a license or renewal license for a rental residential property.
 - 1. The fee for such landlord training class shall be twenty two dollars (\$22.00) per person.
 - 2. An owner or property agent of any rental residential property who successfully completes the city's landlord training class shall not be required to attend and complete a landlord training class following the issuance of any subsequent license or renewal license for any rental residential property.
 - 3. When a new property agent is hired for a rental residential property and that property agent has not previously attended and successfully completed a landlord training class conducted by the city, the new property agent shall attend and successfully complete a landlord training class conducted by the city within one year from that person's date of hiring as the property agent for the rental residential property.
 - 4. An owner or property agent of any rental residential property who has successfully completed prior professional training commensurate with the city's landlord training class may apply to the code official and seek a waiver from the landlord training class requirement. The code official, in his or her sole discretion, shall determine whether the applicant's prior professional training constitutes the substantial equivalent of the city's landlord training class. A representative example of substantially equivalent prior professional training includes, but it is not limited to, the "master property manager (MPM)" designation conferred by the National Association of Residential Property Managers (NARPM) and must minimally include coursework regarding tenancy related issues as well as habitability standards and maintenance.
- F. For any lease for rental residential property executed after June 30, 2006, the owner or property agent of any rental residential property shall utilize the crime free lease addendum set forth below, or have a clause in a lease substantially utilizing the language in the crime free lease addendum:

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified as [PROPERTY NAME, ADDRESS], unit number, Owner and Resident agree as follows:

- 1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).*
- 2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said premises.*
- 3. Resident or members of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.*
- 4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the dwelling unit premises or otherwise.*
- 5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in and/or facilitate any illegal activity, including but not limited to the following: prostitution; criminal street gang activity; threatening or intimidating; assault, including but not limited to, the unlawful discharge of firearms on or near the dwelling unit premises; or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the landlord's agent or other tenant or involving imminent or actual serious property damage.*
- 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. There is no "good cause" requirement in the State of Illinois for lease terminations. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.*
- 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.*
- 8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day of , 20_ , between Owner and Resident.*

Date:

Resident Signature

Date:

Property Manager's Signature