



**GOOD NEIGHBOR
RENTAL HOUSING INITIATIVE
(GNRHI)**

**COMPLYING WITH THE
RENTAL HOUSING CODE
A PROPERTY OWNER'S GUIDE**

INTRODUCTION

One of the missions of the Village and Administration, is to foster old-fashioned neighborliness. This is a priority because communities flourish when there is mutual respect and acceptance among neighbors, when people feel safe, and when properties are well-maintained. Conversely, things like unkempt properties and illegal activity devastates the healthy neighborhoods that characterize who we are, and are committed to maintaining.

While the Village of South Holland does not have zoning that permits apartments, there are a handful of grandfathered properties such as old farmhouses that have an apartment upstairs, and homeowners have the legal right to rent/lease their single family homes. The tenants of these rental properties are accepted and valued as a part of the fabric of our community and we warmly invite them to grow with us in becoming a model community.

Unfortunately, the values of neighborliness are not shared by all property owners and tenants. Some tenants are willing to participate in, or tolerate, illegal activity. Some fail to properly maintain the appearance of their rented home, and others choose to not be respectful of their neighbors. Similarly, some property owners do not behave responsibly in providing a safe, well-maintained home, and managing their renters. Preserving the neighborliness of the community by addressing these problems is the aim of the Good Neighbor Rental Housing Initiative.

OVERVIEW

The GOOD NEIGHBOR RENTAL HOUSING INITIATIVE (GNRHI) is a unique concept designed to build and maintain **a three-way partnership with property owners, tenants, and the Village.** Working together, we will have new innovative tools that will help protect an owner's physical property and financial investment, protect responsible renters, as well as protect and enhance neighborhoods. The GNRHI will improve the safety of rental properties, and improve the quality of life for the neighbors of tenants, and the community as a whole. It will promote a strong real estate market, a healthy rental/lease environment, and a thriving business climate.

Responsible management of a rental property benefits everyone. The Village of South Holland is dedicated to assisting responsible property owners with maintaining aesthetics and keeping illegal activity off their property, as well as proactively enforcing the village code with irresponsible property owners. The Village of South Holland is dedicated to assisting responsible tenants with having a properly maintained property in which to live, as well as proactively enforcing the village code with irresponsible tenants.

Proactive property owners who apply the provisions presented through the GNRHI will improve the quality of their rental business. One benefit comes through decreasing the cost that is associated with irresponsible tenants and criminal activity. Property owners can pay a high price through declining property values, property damage, toxic contamination, fire, civil penalties, loss of rental income, eviction processes and increased resentment or anger from neighbors. The reward for consistency and high standards is a stable and satisfied tenant base, increased demand for occupancy, lower maintenance costs, improved property values, better personal safety for tenants, peace of mind and a community that continues to embrace the Village of South Holland's commitment to faith, family and

future.

Prospective tenants need to be informed that you, the property owner, are working with the Village of South Holland to keep the community healthy and safe. This fact will provide peace of mind for responsible tenants.

While some details of the Property Maintenance Code follow in this brochure, it is the responsibility of the property owner to obtain a full copy of the Property Maintenance Code for full disclosure and compliance. The complete code can be obtained at www.southholland.org or at the office of the Department of Planning/Development and Code Enforcement.

Please note that this brochure is not intended to address the specific landlord-tenant laws of the State of Illinois or the federal fair-housing laws. Each property owner is responsible to familiarize themselves with such laws and comply as required.

GNRHI CODE

The GNRHI requires property owners who do not reside in the property as their primary residence, or who rent/lease their residential property(s) to be annually licensed by the Village. Essentially, these property owners are considered to be operating a business. Licenses are approved upon receipt of a completed License/Registration form with accurate tenant information, the license fee, and the inspection fee.

The GNRHI requires the use of a special rental/lease addendum when the property is occupied by tenants. The addendum serves to make tenants fully aware of the serious consequences that will result if anyone, in or near the leased property, is charged with a criminal act. Such consequences may include the termination of rental/lease agreements and the eviction of renters, their family members, and guests.

The GNRHI, along with the South Holland Village Code, provides minimum standards for the protection of the life, safety, health, welfare, and property of residential rental property owners and tenants, as well as the neighbors and general public;

South Holland is highly regarded as a pro-business community. This partnership is a solid example of that commitment. Licensure is a streamlined process, and required inspections are carried out in a timely manner.

ADMINISTRATION AND ENFORCEMENT

The Director of the Community Development Dept. shall administer the GNRHI. The day-to-day activities will be handled by the Rental Housing Coordinator, a position within the Community Development Office.

When circumstances dictate, the Police Department, Fire Department, Code Enforcement Office or other authorities may be called upon to identify and correct conditions in rental housing which constitute violations of code or other duly enacted ordinances, regulations, or laws as applicable.

**Rental Housing Coordinator
16220 Wausau Ave.
South Holland, IL 60473
(708) 210-2915
GNRHI@southholland.org**

LICENSING

No Dwelling Unit may be occupied by anyone other than the owner and owner's immediate family without having been licensed/registered.

Prior to engaging in the business of renting any dwelling unit to the public or operating a rental dwelling or dwelling unit, every owner of a rental property, *whether occupied or vacant*, shall file with the Village a completed License/Registration application for the unit including the appropriate fee for each rental property/unit.

No person, corporation or business entity of any kind or nature whatsoever, shall engage in the business of renting any Dwelling Unit to the public, or operating a Rental Dwelling or Dwelling Unit, rooming house or rooming unit, unless a valid and current License/Registration has been approved by the GNRHI Coordinator (or designated assignee) for the specific location. This is not intended to apply to licensed professionals acting as brokers or agents, unless licensed professionals are owners or managers of property subject to the Code.

Initial Registration:

All non-owner occupied residential rental property, *whether occupied or vacant*, must be licensed/registered with the Village within thirty (30) days of notification by the Village. An approved License/Registration shall be in effect until the expiration date of December 31st after issuance, unless previously revoked.

License Renewal:

Application for License/Registration renewal must be filed at least thirty (30) days *prior to* the license expiration date of December 31. Failure to renew an existing license will result in additional charges as specified in the section titled Fees.

New Owner Registration:

Any person becoming an owner of an existing registered rental unit shall file a completed License/Registration form within thirty (30) days of the property transfer.

New Unit Registration:

Any rental unit must be registered within thirty (30) days of construction, conversion from owner-occupancy, or change from any other non-rental status.

Notification of Sale:

Registration/License is non-transferable to another person or to another rental dwelling unit. Every person with a registered/licensed property must give notice in writing to the Village of South Holland within five (5) business days after having legally transferred or otherwise disposed of the ownership or legal control of any registered/licensed rental dwelling. Such notice must include the name, address and

contact information of the person succeeding to the ownership or control of such rental dwelling or dwellings.

Required Information:

The Residential Rental License/Registration application form shall contain the following information:

- A description of the premises by street name and number, and Property Tax Identification Number (PIN).
- The name and address of the property owner.

If the owner is a corporation, the name and address of the “owner’s agent” shall also be provided. If the property is held in a land trust, the names and addresses of all beneficiaries must be disclosed.

The agent must be authorized by the owner in writing to accept service of any Village notices on behalf of the owner, including appointment letters, notices of code violations, court process or any other communication or correspondence in connection with the administration and enforcement of this and other Village Codes and ordinances.

- The name, address and twenty-four (24) hour contact information of the owner’s agent.

When a rental unit is owned by more than one individual, or is owned by an entity that is not a natural person, an owner’s agent must be designated.

The Village must be notified in writing within ten (10) days of any change of the owner’s agent.

An owner with a designated “owner’s agent” who is found not to be customarily available or able to perform the duties as defined, must designate a different individual who is able to properly fulfill the requirements within ten (10) days of being notified of the deficiency.

- The signature of the owner or the owner’s agent.

For the purposes of an emergency response to a residential rental property, the owner or owner’s agent must be located within thirty (30) miles of the Village corporate limits for building and tenant emergencies. This person must be listed on the license/registration form and readily accessible to the Unit, Tenant, Village, Police and/or Fire Department and Building Code Officials.

FEES

An annual fee of \$100.00 per Single Family Residence / \$50 Per Multi-Family Unit shall be paid to the Village by the building owner (or owner’s agent) for each separate building/unit as defined by the Building Code.

The \$100.00 / \$50.00 fee represents:

- A business license/registration fee - \$75 Single Family Residence; \$25 Multi-Family Unit
- A Triennial Inspection fee of \$75.00 - this amount is billed at \$25 per year

Delinquent fees, fines, charges:

Any or all other amounts due to the Village by the owner in part or in whole must be paid before the owner can register any rental property.

Re-Inspection Fees—(Per Unit):

When inspection deficiencies are identified and a time-frame is given to correct the deficiencies, the inspector will re-inspect to ensure compliance.

- A. There is no fee for the 1st re-inspection, provided all violations have been corrected.
- B. If the deficiencies were found to not have been corrected, a 2nd re-inspection will be required and a fee of \$200.00 will be assessed.
- C. Third, (3rd) and subsequent re-inspections - \$300.00 each.

PENALTIES

Failure to register as an owner:

- Up to \$250.00 each day not registered

No-Show for inspections for designated scheduled times by owner/agent:

- \$250.00/1st offense
- \$350.00/2nd offense
- \$800.00/3rd offense

Citation for violation(s):

- Between \$250 - \$1,000 for violations when a citation or ticket is served

Each day shall be a separate violation

Any person, firm, corporation, or other entity violating any provision of the relevant code shall be subject to the penalties of all applicable codes and such person, firm, corporation, or other entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which such violation is committed, continued, or permitted, and upon finding that a violation has occurred, shall be fined in accordance with the appropriate provisions of the relevant Village Code for this subsequent or continuing violation.

PROPERTY INSPECTIONS

Upon presentation of proper credentials, Village authorized representatives may enter at reasonable times after giving notice to the property owner of any building, structure, or land within the Village to

perform the duties imposed by the Code. Reasonable notice for required scheduled inspections is defined as a minimum of ten (10) calendar days advance written notice. It is the responsibility of the property owner to notify the tenant(s) of inspection appointments, arrange access with the tenant(s) and provide access to all units. In the absence of the property owner or owner's agent, an adult (at least eighteen (18) years of age) must be present during the inspection.

Revocation of Registration for Non-Inspection:

Units not made accessible for inspection (or otherwise not inspected) in accordance with this Code, are considered to be in violation of the Code and may not be licensed or will have the license revoked.

Inspection Following Complaints:

In the case of a complaint of a potentially life or health threatening condition(s) or a property maintenance violation from any source, the Village may promptly inspect or investigate without prior notice. Notice of such inspection or investigation will be provided to the property owner or agent as soon as reasonably possible.

Inspection Areas:

Rental property inspections will include a physical inspection including the interior of all rental units, building exterior, exterior structures such as garages and storage areas, common areas, basement/cellars, laundry areas, electrical, plumbing and storage areas, as deemed appropriate by the inspector/code enforcement official with the exception of personal items.

Denial of Access:

Except in the case of an emergency, if a tenant or property owner denies an inspector access to a rental property, the Village Administrator or his/her designee shall apply to the Circuit Court for the issuance of an administrative search warrant for inspections under the Code.

Required Inspections:

Systematic property inspections will be scheduled triennially (every three years) in an effort to ensure compliance with Property Maintenance Code. Inspections based upon complaints received will be conducted as received and determined as necessary by the Village.

VIOLATIONS

Violations of the Property Maintenance Code and fines shall be as specified in the Administration Section of the Village Code.

Time Limit for Removal:

When an inspection of a Rental Residential Property reveals any violations of applicable codes, a compliance time frame will be set by the inspector/code official. In establishing a compliance time frame, the inspector/code official shall determine the reasonable minimal time necessary to correct the violations based upon the number and severity of the violations.

This waiver does not relate to fines from property maintenance violations.

Notification will be either personally delivered or mailed to the property owner or agent as listed on the most recent registration application.

You are hereby notified that the license for this structure has been revoked or the owner has failed to license this residential rental property pursuant to Chapter 9, Article X of the Village of South Holland Code.

You must vacate this structure within sixty (60) days of the date of this notice.

If you fail to vacate this structure, you will be in violation of this above referenced Code and subject to penalties and fines with a minimum of \$250.00 and a maximum of \$1,000 for each day you are found to be in violation with a mandatory court appearance.

The following notice to the tenants and occupants will be posted:

Hearing/Right of Appeal:

Whenever a property owner gets notice of a permit denial, suspension or threatened revocation and required vacating of a license issued under this Chapter, the licensee shall have the right to request a hearing. Requests for hearings shall be according to Section 9.41 of the Code.

Unfit Properties:

The Village may prohibit persons from entering or occupying, except for repair related activity, any Rental Unit, building or structure, including utility and out buildings, found to be unfit, found not to comply with Village Codes or ordinances, or that pose dangerous, unsafe, or unhealthy conditions for the building's occupants, passers-by, or the general public.

Unfit properties will be posted with appropriate language that does not permit occupancy. Any person, not the owner, who enters, occupies, uses or any person, including the owner, who permits others to enter occupy or use the structure after such a posting will be charged with trespassing. Each day the Rental Unit building or structure is entered, occupied, or used following such a posting will be considered a separate offense.

The Village will send notice to the property owner or the listed property agent by regular U.S. mail at the last address provided on the most recent license application. Said notice will include the following:

- Description of the property sufficient for identification.
- A statement listing the violations of applicable codes.
- The date upon which the licensing re-inspection will occur.
- An explanation that if upon completion of the licensing re-inspection the requirements of applicable Village Codes have not been met, it will be recommended to the Good Neighbor Rental Housing Coordinator that the license be suspended or revoked.

Immediate Action:

Notice of violations involving imminent danger to the life, safety, health, welfare and/or property of the property owner and/or tenants may be made by any means reasonably calculated to provide actual notice, which shall include but not be limited to personal delivery, registered or certified mail, or posting of an appropriate notice on the premises.

Occupancy Denial:

In the case of imminent danger or fire hazard, structural failure or danger of imminent collapse, interruptions or failures in plumbing, heating, electrical systems, or other hazardous health situations, the Village may order immediate repair or correction and may order the premises vacated pending such repair or correction.

Citation Issuance:

If at the conclusion of the period established for corrective action, the violation has not, in the Village's reasonable judgment, been satisfactorily corrected, then the Village may issue citations in accordance with provisions of this Code, suspend or revoke the license for the affected unit or units, and have the rental unit vacated. Citations for local municipal violations are adjudicated through the Village of South Holland Administrative Adjudication.

Units vacated under this subsection will be posted with signs indicating that the unit has been determined to be "illegal," or if applicable "Unfit for Habitation" and that occupancy is prohibited until the rental unit has been inspected to verify that the violation has been corrected.

Any person who defaces or removes a posted sign without the approval of the Village shall be in violation of this Code.

Time Limit to Vacate a Building or Unit:

If notification has been presented to the property owner that the property is not properly licensed or that the license has been suspended or revoked, the rental property or properties must be vacated within sixty (60) days of notification by the Village.

If the property is not vacated within the sixty (60) day period, the property owner will be responsible for all fines as set forth in the Village Code. Citations will be issued with a mandatory court appearance.

Fines imposed upon rental property owners who have initiated statutory eviction proceedings against tenant(s) pursuant to the Good Neighbor Rental Housing Initiative of the Code, will be waived so long as such eviction proceedings are pending and being actively pursued.

Nuisance Residential Rental Property:

It has been declared a nuisance and declared to be against the health, safety, peace and comfort of the Village of South Holland for any property owner or owner's agent to allow or permit the following:

- Rental to a tenant who allows any of the following offenses to occur on or near the rental unit, common areas or appurtenances related to the tenant: murder, kidnapping, sexual assault, robbery, burglary, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale or distribution of obscene publications,

criminal hosing management, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or commission of any other crime under state or federal law not specifically listed above. Prohibition of these offenses applies also to members of the tenant's household, guests or other parties under control of the tenant.

- Rental to a tenant who allows any of the following offenses to occur on or near the rental unit, common areas or appurtenances relating to the tenant: commission of four (4) or more Village ordinance violations in a six (6) month period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed above that when compared to other properties in the Village of similar type, reasonably indicate that the activity at this property is out of character for the area and is impacting the quality of life of those in the area. Prohibition of these offenses applies also to members of the tenant's household, guests or other parties under control of the tenant.

The South Holland Police Department will attempt to assist property owners in proceedings for the eviction of tenants that have committed any of the above-referenced offenses.

For the purpose of this section, it shall be sufficient evidence that a described offense occurred if the offender has been arrested or cited for one or more of the offenses described above.

Refusal or Revocation of License/Registration:

Rental units found to be out of compliance after an Administrative Adjudication hearing or by an appropriate court order with this or other applicable codes or ordinances will lose rental status, will have the license/registration refused or revoked, and shall not be occupied until brought back into compliance. Tenant removal is the responsibility of the property owner.

STANDARDS AND REQUIREMENTS

Zoning Ordinance:

No Rental Residential Unit shall be created or occupied unless it complies with the provisions of the Village Code and other applicable Village Codes.

New Rental Units:

No new Rental Units shall be established or added, nor shall the occupancy limit of any unit be increased except in conformity with the Village Zoning Ordinance and all applicable Village Codes.

Existing Abandoned Rental Units:

Rental Units that have been abandoned, have lost rental status for any reason, are otherwise unlicensed, unregistered or have not been inspected in accordance with this Code, shall lose or forfeit any previously existing legal non - conformity and must meet current standards and requirements prior to occupancy.

Property Maintenance:

No rental unit may be occupied or continued to be occupied unless the structure in which the unit is located complies with the provisions and standards of the Village Code and is maintained in a structurally sound condition and kept free from health, fire and other hazards to life and property.

Good Neighbor Lease Addendum:

Owner(s) or the owner's agent must have all adult tenants sign the **Good Neighbor Lease Addendum** and agree to provide a copy of the fully executed document to the tenant(s). An adult tenant is defined as anyone 18 years of age and older.

A sample of the Good Neighbor Lease Addendum follows. The Good Neighbor Lease Addendum in its entirety is available at the Village of South Holland/Office of the Clerk, or on the village website at www.southholland.org.

GOOD NEIGHBOR LEASE ADDENDUM

In addition to all other terms of this Lease, Property Owner and Tenant agree as follows:

The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household;

Shall not engage in any criminal activity or violation of municipal codes or ordinances or any other violations of local, state or federal law on or near the rental unit common areas or appurtenances;

Shall not engage in any act intended to facilitate any violation of local municipal ordinances or codes or any other violations as defined by local, state or federal law and/or obstruction or resistance of law enforcement efforts against criminal activity on or near the rental unit, common areas or appurtenances;

Shall not permit on or near the rental unit, common areas or appurtenances to be used for or to facilitate any violations of local municipal ordinances or codes or any other violations of local, state or federal law.

Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant, or his/her household, violate any provisions stated herein on or near the rental unit, common areas or appurtenances, such a violation shall constitute a material noncompliance with the lease and shall further constitute grounds for termination of tenancy and eviction.

Violation of any 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. Proof of violation shall not require criminal conviction, but the tenant understands and agrees that an arrest for a described violation or criminal activity shall be sufficient evidence of a violation and grounds for termination of tenant's tenancy and occupancy.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

By signing below, I/we acknowledge that I/we have read, understand, and agree to, the provisions of the Good Neighbor Lease Addendum and have been provided a fully executed copy of this addendum.

Adult tenant(s), age 18 years or older are required to sign below.

OWNER/AGENT RESPONSIBILITIES

1. Comply with all rules and regulations of the GNRHI. The Village Code is available on our website (www.southholland.org) and at the office of the Department of Planning/Development and Code Enforcement. Your knowledge of, and compliance with the Code, will begin the process of developing a partnership with the Village. Together, we can assure your rental business is successful.
2. Register your rental property with the Village. A \$75.00 annual fee shall be paid to the Village by the building owner (or owner's agent) for each rental unit. This fee represents a \$50.00 Business License and a \$25.00 Inspection. Once the Village approves the property as a rental unit, a license to operate the

property as a Residential Rental Housing Unit will be approved.

3. Notify your tenants of inspection(s). Triennial inspections will be conducted. A Village representative will contact you to gain access to the property to perform the inspection. You are responsible to notify your tenants, arrange access with the tenant and to provide access to all units. The property inspection is conducted to ensure the property remains fit for occupancy.
4. Advise your prospective tenant(s) of the Village of South Holland's Good-Neighbor Rental Housing Initiative. Prospective residents must be informed that you, the property owner, and the tenants will be partners with the Village of South Holland to keep our community healthy and safe.
5. Good Neighbor Lease Addendum. Incorporate the Good Neighbor Lease Addendum (page 13) into your lease and ensure your tenant(s) has a copy. This is the backbone of the Good Neighbor Housing Initiative and clearly states what actions property-owner(s) will take if a resident or somebody under the resident's control is involved in illegal or dangerous activity on or near the rental property, or does not comply with provisions of the code. Prospective tenants should be notified of the Good Neighbor Rental Housing Initiative before turning in a completed application or paying fees or deposits. All adult tenants must sign the Good Neighbor Lease Addendum and be provided a copy of same. All property owners must incorporate into the body of all leases or rental agreements, or renewals of leases or rental agreements, the first and last legal names, gender and date of birth of all individuals who will reside at the rental property during the term of the lease. Property Owners must also require their tenants, as a condition of their lease, to provide written notice containing the first and last legal names, gender and date of birth of any guests who will be temporarily residing at the rental property for more than a calendar week (seven (7) consecutive days).
6. Obtain a signed lease: The lease must identify all tenants eighteen (18) years of age or older. The fully executed Good Neighbor Lease Addendum shall be made a part of the lease.
7. Maintain your current contact information: We want your rental business to be successful. This includes informing you, when appropriate, when patterns of undesirable or illegal activity occur on or near your property. You must provide the Village with your contact information. When this information changes, call or e-mail the GNRHI Coordinator at (708) 210-2915 or GNRHI@southholland.org
8. Tenant Access To Owner or Owner's Agent: The owner or owner's agent must provide each tenant or occupant with the name and telephone number(s) of a responsible person, or managing agent, who in emergency situations will be available on a twenty-four (24) hour basis and who has the authority to make repairs as needed for occupancy.
9. Maximum Number of Tenants Notification: The owner of a Rental Property shall inform each tenant or occupant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards set forth in the Village Code.
10. Tenant Records Access: The owner or owner's agent of a rental property shall make available to the GNRHI Coordinator, upon request, the signed *Lease* including the signed *Good Neighbor Lease Addendum*.
11. Sub-Leasing: The owner or owner's agent must advise all tenants that sub-leasing is not allowed without prior approval of the owner/managing agent and compliance with the Village Code and the "Good Neighbor Housing Initiative" requirements.
12. Update Information: When information on the most recently approved License/Registration form filed with the Village changes, the owner or owner's agent must provide new form(s) to the Village within ten (10) days of the date of change(s). This ensures accuracy of information at all times.

Strong recommendation to rental property owners/agents:

While not required as part of the GNRHI, the Village strongly urges owners/agents to conduct both a credit history check and a criminal background check of each tenant. For a reasonable fee, there are a number of reputable private companies that will provide these services for you. You are likely to make much better decisions on selecting tenants if you have the information these checks provide.

TENANT RESPONSIBILITIES:

1. Comply with all provisions of the Good Neighbor Lease Addendum, especially ensuring that neither you, nor your guests, get involved in illegal or dangerous activity.
2. Keep both the interior and exterior of the premises that you occupy, use, share or control, in a clean and sanitary condition.
3. Insure that your trash, garbage and other refuse is stored and disposed of in a clean and sanitary manner, and in compliance with Village Code.
4. Do not create or contribute, either by negligence or abuse, to any violation of Village Code.
5. Park vehicles only on improved parking areas or driveways without blocking public access to sidewalks or roadways.
6. Comply with the occupancy standards per Village Code
7. Be a good neighbor, by respecting the rights and interests of your fellow neighbors.