

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 12 ("HOUSING"), ARTICLE 2 ("RESIDENTIAL RENTAL LICENSE") AND ARTICLE 6 ("RESIDENTIAL TENANT AND LANDLORD ORDINANCE"), SECTION 4 ("RENTAL AGREEMENTS") AND SECTION 11 ("SECURITY DEPOSITS") AND AMENDING CHAPTER 13 ("HUMAN RIGHTS"), ARTICLE 5 ("UNLAWFUL MANAGEMENT PRACTICES"), SECTION 1 ("UNLAWFUL MANAGEMENT PRACTICES; REGULATIONS")

WHEREAS, the Village of Oak Park ("Village") as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970 has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, pursuant to its Constitutional home rule powers, the Village has the authority "to regulate for the protection of the public health, safety, morals and welfare," Ill. Const art. 7 § 6; and

WHEREAS, the Village Board has determined to adopt this Ordinance to amend Chapter 12 ("Housing"), Article 2 ("Residential Rental License") and Chapter 12 ("Housing"), Article 6 ("Residential Tenant and Landlord Ordinance"), Section 4 ("Rental Agreements") and Chapter 12 ("Housing"), Article 6 ("Residential Tenant and Landlord Ordinance"), Section 11 "(Security Deposits)" and Chapter 13 ("Human Rights"), Article 5 ("Unlawful Management Practices"), Section 1 ("Unlawful Management Practices; Regulations") of the Oak Park Village Code to align with recommendations made in a 2024 HOPE Fair Housing Study report.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, in the exercise of their home rule powers, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Village Code Amended. Chapter 12 ("Housing"), Article 2 ("Residential Rental License") of the Oak Park Village Code is hereby amended to delete the overstricken language and to add the underlined language to read as follows:

ARTICLE 2 RESIDENTIAL RENTAL LICENSE

12-2-0: Definitions

12-2-1: License Required

12-2-2: License Application

12-2-3: Required Reports

12-2-4: License Issuance

12-2-5: License Fees

12-2-6: Inspection Of Buildings; ~~Violations; Suspension And Revocation Of License~~

12-2-7: Records

12-2-8: Tenant Responsibility

12-2-9: Inspection Fees

12-2-10: Violation Correction By Village

12-2-11: Mandatory Provision In Lease Agreements Within The Village

12-2-12: Annual ~~Landlord~~ Property Owner Management Seminar

12-2-13: Violations

12-2-14: Suspension and Revocation of License

12-2-15: Property Owner Responsibility

12-2-16: Inspection Access

12-2-17: Enforcement

12-2-0: DEFINITIONS:

For the purpose of this chapter, the following shall apply unless the context clearly indicates or requires a different meaning.

AGENT: Any person, operator, firm, partnership, joint venture, corporation or any other legal entity authorized to act on behalf of another person when dealing with third parties.

CODE OFFICIAL: The Director of Neighborhood Services Department or designee.

DWELLING: A building, or a portion thereof, used exclusively for human habitation.

DWELLING UNIT: One or more rooms containing individualized cooking, sleeping, and sanitary facilities which is designed, occupied or intended for use by one household.

MULTIPLE-FAMILY RENTAL RESIDENTIAL PROPERTY: A rental residential property with four (4) or more dwelling units.

PROPERTY MANAGER: An individual or other entity that is hired by a property owner for the purposes of overseeing and managing daily operations of the property or properties. The property manager acts on behalf of the property owner to preserve the value of the property while generating income.

PROPERTY OWNER: Any person, firm, partnership, corporation or other legal entity owning, operating, maintaining, or offering to rent within the Village of Oak Park a rental residential property whether vacant or occupied.

RENTAL RESIDENTIAL PROPERTY: Dwellings, dwelling units, rooming houses and rooming units let or intended to be let for rent or lease.

SINGLE-FAMILY RENTAL RESIDENTIAL PROPERTY: Rental residential property with one to three dwelling units.

TENANT: Shall mean any adult lessee and/or adult occupant who is a resident of rental residential property other than a lessee who occupies the rental resident property pursuant to the lease of the lessee with the property owner.

12-2-1: LICENSE REQUIRED:

A. No person, corporation, partnership, business entity, or agent shall operate or engage in the business of renting any dwelling unit to the public, operate a rental dwelling unit, rooming house or rooming unit, or otherwise allow any such property to be nonowner occupied, unless a valid residential rental license has been issued by the Village for the specific location. A dwelling unit may not be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked.

B. The license requirement pursuant to this section shall not be applicable to group homes governed by the specialized living centers act, 405 Illinois Compiled Statutes 25/1 et seq., as amended, for the developmentally disabled, or to other similar uses governed by federal or state laws, rules or regulations.

C. ~~All rental licenses issued in 2016 for multi-family residential buildings with four (4) or more rental dwelling units shall expire on December 31, 2017, and shall be extended from the date of their next inspection for a period of sixty (60) days thereafter. Said extension shall not be applicable to a conditional license. Within fifteen (15) days following the inspection, the Development Customer Services Department shall provide the building owner an application for the applicable license type pursuant to this section. The building owner must submit the completed application and license fee pursuant to section 12-2-5 of this article within thirty (30) days thereafter.~~ Licenses issued by the Village Manager or the Manager's designee will be based upon the following license classifications: Single-Family Rental Residential Property, Multiple-Family Rental Residential Property - Gold, Multiple-Family Rental Residential Property - Silver, Multiple-Family Rental Residential Property - Bronze, or Multiple-Family Rental Residential Property - Conditional as set forth in subsection 12-2-1J of this section.

D. ~~Licenses shall be issued by the Village Manager or the Manager's designee based upon the license classifications: small rental, gold, silver, bronze, or conditional as set forth in subsection 12-2-1J of this section. No license issued pursuant to this article shall be transferable to another person, corporation, partnership, business entity, or agent. No such license shall be required for condominium associations governed by article 3 of this chapter. License fees shall be as set forth in section 12-2-5 of this article. If the ownership of a building changes during a licensing period, the new owner is required to submit an application for a new license; however, the remaining period and the associated fees of the existing license are transferable to the new property owner under the following conditions 1) the current license is in good standing, 2) the request for the license to be transferred is made by the new property owner or agent within thirty (30) days of the building purchase, and 3) the new property owner or agent have taken the Annual Property Owner Management Seminar within 90 days of transfer. Prior to the expiration of the newly issued license, the property owner must renew the license.~~

E. No rental license shall be issued or renewed unless the owner of the building agrees that inspections shall take place pursuant to section 12-2-6 of this article.

F. Every licensee of a multi-family residential building with four (4) or more rental units shall conspicuously post the current license certificate in the main entryway or other conspicuous

location of the building. For rental dwellings of three (3) or fewer units, the licensee must provide a copy of the license certificate to each tenant by attaching a copy to the tenants' copy of the executed lease agreement.

G. License type shall be determined on the basis of established criteria based on property and nuisance violations defined in section 7-13-1 et seq., and chapter 16 of this code.

H. Licenses will be issued for a time period according to the license type in subsection 12-2-1J of this section.

I. All licenses may be reviewed at any time after the beginning of the license term to determine whether the appropriate type license is maintained for the property.

J. Licenses shall be classified as follows:

License Type	Renewal Frequency	Application/ Fee	Inspection Attendance	License Fee	Inspection Performance	Mitigation Plan
Small rental (<4 units) <u>Single-Family</u> <u>Rental</u> <u>Residential</u> <u>Property</u>	2 years	n/a	n/a	<u>\$10/ unit</u>	n/a	n/a
<u>Multiple-</u> <u>Family Rental</u> <u>Residential</u> <u>Property</u> - Gold	4 years	<u>On time</u>	<u>Present and</u> on time	<u>\$20/ unit</u>	Up to 0.75 violation per unit	Not required
<u>Multiple-</u> <u>Family Rental</u> <u>Residential</u> <u>Property</u> - Silver	2 years	<u>On time</u>	<u>Present and</u> on time	<u>\$20/ unit</u>	0.75 - 1.5 violations per unit	Not required
<u>Multiple-</u> <u>Family Rental</u> <u>Residential</u> <u>Property</u> - Bronze	1 year	Late/on <u>time</u>	Unexcused late/no show	<u>\$20/ unit</u>	1.5 - 3 violations per unit	Not required
<u>Multiple-</u> <u>Family Rental</u> <u>Residential</u> <u>Property</u> - Conditional	6 months	Late/on <u>time</u>	Unexcused late/no show	<u>\$20/ unit</u>	>3 violations per unit	Required

K. For the purposes of inspection and the determination of license type only, ~~each~~ the total combined common area set forth herein shall be considered a separate unit. Any part of a building not exclusively available to an individual tenant shall be considered a common area including, but not limited to, building exterior, yard, basement, stairway, laundry facility, lobby, mailroom, or roof. ~~Each separate~~ The total combined common area shall be considered a separate unit for the purpose of determining license eligibility. ~~Each stairway shall be considered a separate unit, but shall not be separated by flight.~~

L. Properties for which a rental license is not required due to new construction or a change from owner occupied to rental will qualify for a silver license. Properties found operating without a valid rental license from the Village or failing to meet code requirements or that have been the subject of an enforcement action(s) such as a violation of this article, shall only qualify for a conditional license.

M. All rental properties are subject to review by the Village Manager or the Manager's designee and an owner may be required to apply and qualify for a different license type based on a property's compliance with this code and any other applicable laws or regulations. Based on such review, the Manager may require an owner to apply for, and meet the terms of, a conditional license if the Manager determines that the nature of applicable property and nuisance violations, pursuant to section 7-13-1 et seq., and chapter 16 of this code, are so severe that they require an increased level of monitoring and an urgent need for compliance. The Manager may determine that such a requirement is warranted even if the number of violations per unit is equal to, or less than, three (3) as set forth for a conditional license in subsection 12-2-1J of this section.

N. At any time during a license period, if a rental property does not meet or exceed the criteria established for the current license type, the license may be reviewed by the Village Manager and may be subject to suspension, revocation, and/or license type review. Violations identified by inspections other than those conducted for the purpose of license issue or renewal shall only be included in the calculation of violations per unit, as described in subsection 12-2-1J of this section, if they are not corrected before a citation is issued.

O. Rental properties for which a conditional license has been issued must meet the requirements set forth in subsection 12-2-1PR of this section.

P. Buildings containing three (3) rental dwelling units or fewer shall only qualify for a ~~small single-family~~ single-family rental residential property license type and only be subject to the license ~~and crime free housing~~ requirements set forth in this section and section 12-2-12 of this article and shall not be subject to the inspection requirements ~~and mandatory lease provisions~~ set forth in sections 12-2-6, 12-2-7, 12-2-9, and 12-2-10 ~~and 12-2-11~~ of this article except as otherwise provided. ~~Buildings containing four (4) or more rental dwelling units (multiple family dwelling)~~ A multiple-family rental residential property shall be subject to the inspection and records requirements ~~and mandatory lease provisions~~ set forth in sections ~~12-2-6, 12-2-7, 12-2-9, and 12-2-10 and 12-2-11~~ of this article.

Q. ~~A license shall be required for buildings containing three (3) or fewer rental dwelling units beginning January 1, 2015.~~ If the property owner uses a property manager or agent, an individual serving the property from that property manager or agent must be located within 45 miles of Oak Park to manage the rental property, including but not limited to performing property inspections, signing and explaining leases to tenants or potential tenants, enforcing the provisions of the lease agreements, having access to the property and represents the property owner in the event of an emergency. Property owners located more than 45 miles from Oak Park must use a property manager or agent.

R. Rental properties that meet the conditional license criteria set forth in this section are eligible only for conditional licenses. The Village should provide by mail to each licensee ~~a monthly report of any police and fire calls and incidents and a list of the~~ applicable property and nuisance violations defined in section 7-13-1 et seq., and chapter 16 of this code that resulted in the conditional license.

1. Mitigation Plan: An applicant for a conditional license must submit for review by the Village Manager or the Manager's designee a mitigation plan for the license period. The mitigation plan shall describe steps proposed by the applicant to reduce the number of property and nuisance violations, defined in section 7-13-1 et seq., and chapter 16 of this code to a level that qualifies for a gold, silver, or bronze license.

2. Village Manager Consideration: A license application that contains a proposed mitigation plan shall be presented to the Village Manager or the Manager's designee as to the disposition thereof. After giving the applicant an opportunity to be heard and present evidence, the Manager shall approve, disapprove, or approve with conditions the application and the mitigation plan. If the Manager disapproves an application and mitigation plan or approves it with conditions, the Manager shall state the reasons for so doing in writing. In evaluating a mitigation plan, the Manager shall consider, among other things, the building, its management practices, the nature and seriousness of property and nuisance violations as defined in section 7-13-1 et seq., and chapter 16 of this code, and the expected effectiveness of measures identified in the plan to reduce the number of property and nuisance violations. In evaluating a mitigation plan submitted by an applicant operating under a provisional license, the Manager shall also consider the effectiveness of measures identified in the applicant's previous mitigation plan and the need for different or additional measures to reduce the property and nuisance violations.

3. Compliance With Mitigation Plan: The licensee shall comply with the mitigation plan as approved or modified by the Village Manager. No later than the tenth day after each calendar month, the licensee shall mail or deliver to the Village Manager a written report describing all steps taken in furtherance of the applicant's mitigation plan during the preceding month.

12-2-2: LICENSE APPLICATION:

No such license shall be issued except upon written application filed with the Village Manager or the Manager's designee. Such application shall be received not less than thirty (30) days prior to the initial date of issuance as determined by the Village Manager or the Manager's designee, or not less than thirty (30) days prior to the expiration date of a currently valid license. The application shall set forth, but not be limited to, the following information:

A. ~~Name and address, telephone number and e-mail of the property owner.~~

B. If licensee designates an agent, property manager or property maintenance company, then the application shall set forth the name, address and, telephone number and e-mail of that agent ~~and the authority of the agent to rent, manage and make expenditures~~ property manager or property maintenance company.

C. ~~Name, address and telephone number and extent of the authority of the janitor and any other persons in addition to the owner or manager in a position of authority with regard to the subject property.~~ Identification of the designee, whether property owner, agent, or property manager authorized by the property owner to accept notices and process.

D. ~~The designation of the agent authorized by the owner to accept notices and process.~~ If the property owner is a business (i.e. LLC, Corporation, LPs and LLPs), the property owner is required to submit proof that they are in good standing at the time of the application.

E. ~~It is the policy of the Board of Trustees to prevent discrimination against any person on the basis of race in the rental of multiple family dwellings in the Village. In order to prevent owners or their agents from renting multiple family dwellings on the basis of the race of the lessee, it is essential for the Village to monitor statistical data of the demographics of tenant manager occupied units on a periodic basis. At least once a year, the Village Manager or the Manager's designee shall present a report to the Board of Trustees analyzing survey data compiled by the United States census bureau. At a minimum, the report shall describe the racial and ethnic makeup of renter occupied households and the type of structures in which those households are located. The report shall also include a map depicting any racial or ethnic segregation of renter occupied households in the most (smallest) geographic detail as made available annually by the United States census bureau. The report and underlying data shall be made available on the Village website to the general public. Prior to a multi-family rental residential property being licensed, an inspection must be conducted pursuant to section 12-2-6 of this article, no more than thirty (30) days prior to the receipt of the application or no more than thirty (30) days following the receipt of the application. The results of the inspection shall determine the type of license for which the property qualifies pursuant to section 12-2-1 of this article. The Village shall notify the property owner and property manager or agent of the type of license for which the property qualifies within ten (10) days following the inspection.~~

F. ~~No license application shall be considered for a multi-family residential building with four (4) or more rental units unless the building has been inspected pursuant to section 12-2-6 of this article no more than ninety (90) days prior to Village receipt of the application. The results of said inspection shall determine the type of license for which the property qualifies pursuant to section 12-2-1 of this article. The Village shall notify the building owner and manager or agent the type~~

of license for which the property qualifies within ten (10) days following the inspection. No new license shall be issued unless the annual property owner management seminar requirements pursuant to section 12-2-12 of this article have been satisfied within ninety (90) days prior to Village receipt of the application.

12-2-3: REQUIRED REPORTS:

A. The licensee shall report to the Village Manager or the Manager's designee any change in the designation of the managing agent within seven (7) days of said change. Any conveyance in the legal or equitable interest in the building shall be reported to the Village Manager or the Manager's designee within seven (7) days after execution of a contract to convey and at least fifteen (15) days prior to said conveyance to allow ample time for the required presale inspection. If the Agent, Property Manager or Property Maintenance Company changes during a licensing period, the licensee has thirty (30) days in which to notify the Village of the new Agent, Property Manager or Property Maintenance Company contact information.

B. Any conveyance in the legal or equitable interest in the building shall be reported to the Village Manager or the Manager's designee within seven (7) days after execution of a contract to convey and at least fifteen (15) days prior to said conveyance to allow ample time for the required presale inspection.

C. It is the policy of the Board of Trustees to prevent discrimination against any person on the basis of race in the rental of multiple-family dwellings in the Village. In order to prevent owners or their agents from renting multiple-family dwellings on the basis of the race of the lessee, it is essential for the Village to monitor statistical data of the demographics of Rental Residential Properties on a periodic basis. Property Owners, Property Managers, and Agents are required to assist the Village in the collection of this data. Every two years, the Village staff will select a representative sample of Rental Residential Properties registered with the Village. Village staff will contact the Property Owners, Property Managers, and Agents for these buildings and ask for their assistance in distributing a demographic survey to building residents. The survey data shall be only be available for inspection by the Director of Neighborhood Services or their designee, as well as the Village Manager and Board of Trustees. The Village will use the survey information in concert with data available from the US Census Bureau to produce a report every two years on the demographics of residents of rental housing and the demographic trends within specific types of buildings. The report shall be made available on the Village website to the general public.

12-2-4: LICENSE ISSUANCE:

No license shall be issued without the approval of the appropriate Village officials. The license may be withheld for failure to comply with applicable statutes and ordinances, including, but not limited to, this chapter, and chapters 13 and 20 of this code.

12-2-5: LICENSE FEES:

License fees shall be payable on or before a due date established by the office of the Village Manager or the Manager's designee. License fees shall be set forth as follows:

~~A. If a license is not purchased by the due date, said fee shall be increased by ten percent (10%); and further, the base fee shall be increased by an additional twenty percent (20%) on the fifteenth day of each subsequent month for which the fee remains unpaid. The license fee for a multiple-family rental residential property shall be twenty dollars (\$20.00) per dwelling unit.~~

~~B. If the ownership of a building changes during a licensing period, the license fee for the new owner shall be determined on a prorated basis. The license fee for a single-family rental residential property type shall be ten dollars (\$10.00) per dwelling unit.~~

~~C. The license fee for a rental building shall be twenty dollars (\$20.00) per dwelling unit for rental buildings containing four (4) or more dwelling units. The fee shall be due with a license application not less than thirty (30) days prior to the initial date of issuance as determined by the Village Manager or the Manager's designee, or not less than thirty (30) days prior to the expiration date of a currently valid license. The registration, services and inspection fee for condominiums shall be ten dollars (\$10.00) for each condominium unit within the building.~~

~~D. The annual license fee for a small rental license type shall be ten dollars (\$10.00) per dwelling unit for buildings containing three (3) or fewer dwelling units. License Fees are due as follows:~~

~~1. License fees are due at the end of the term for the license type for that building on the anniversary month when the license application was submitted.~~

~~2. When a conditional license is issued, the fees are due 6 months from anniversary month when the license application was submitted or 6 months from the due date of a previously issued conditional license.~~

~~The services and inspection fee for condominiums shall be ten dollars (\$10.00) for each condominium unit within the building. Late Fees are due as follows:~~

~~1. If the license fee is not paid by one month following the due date the license fee shall be increased by ten percent (10%); and if the license fee is not paid by two months following the due date the license fee shall be increased by thirty percent (30%) of the original fee.~~

~~2. If the conditional license fee is not paid by one month following the due date the license fee shall be increased by ten percent (10%); and if the license fee is not paid by two months following the due date the license fee shall be increased by thirty percent (30%) of the original fee.~~

12-2-6: INSPECTION OF BUILDINGS; VIOLATIONS; SUSPENSION AND REVOCATION OF LICENSE:

~~A. Required inspections shall be conducted in accordance with the following provisions:~~

~~1. The Development Customer Services Department and/or the Fire Department shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; and also, all buildings two (2) stories or more in height containing at least four (4) lodging or rooming units.~~

~~2. The Development Customer Services Department shall also make biennial inspections of all common areas and a minimum of one dwelling unit in all mixed use commercial/residential~~

~~buildings which are two (2) or more stories in height and containing one to three (3) residential units and commercial space in which the occupants engage in food preparation, food sales, pets and pet supply sales or hazardous activities requiring (annual, quarterly, monthly) inspections by the Fire Department in accordance with section F 102.2 of the 1984 BOCA fire prevention code. Such hazardous activities include, but are not limited to, activities which involve the use of hazardous and/or flammable materials and chemicals, the storage of combustible materials and the use of potentially hazardous or dangerous equipment and/or machinery. The annual inspection fee for the inspection of common areas and residential units in mixed use commercial/residential buildings shall be six dollars (\$6.00) for each dwelling unit contained therein. It shall be the duty of every owner, agent, lessee or occupant of any such building and of the person in charge or control of the same to permit the making of such biennial inspection by a duly authorized inspector at any time upon demand being duly made.~~

~~3.A. The Development Customer Services Neighborhood Services Department shall make inspections of all common areas and the interior of a minimum of one-third ($\frac{1}{3}$) of the dwelling units in multiple-family dwellings rental residential property which contain four (4) or more dwelling units. The required frequency of such inspections shall be based on the expiration of the rental license type pursuant to section 12-2-1 of this article. Except for a small single-family rental residential property license, no rental license shall be issued or renewed until a valid inspection has been completed.~~

~~4.B. In condominiums, all common facilities and one-third ($\frac{1}{3}$) of the dwelling units which are occupied by someone other than the property owner of the unit shall be inspected on a biennial basis.~~

~~B. Whenever, upon inspection of the licensed multiple-family dwelling or of the records required to be kept by section 12-2-7 of this article, it is determined by the appropriate officials of the Village that conditions or practices exist which are in violation of the provisions of this or any applicable ordinance of the Village, the official making the determination shall serve the owner or agent with a notice of violation. Such notice shall identify the specific violations and state that unless they are corrected within the time specified in the notice, the operating license may be suspended. Notice pursuant to this section shall be sent by mail to the party designated in the application to receive notices and process.~~

~~C. At the end of the time allowed for correction of any violation cited, the building shall be reinspected by the appropriate Village officials. If it is determined that the conditions have not been corrected or they are not in the process of being corrected, the Village may issue an order suspending the rental license.~~

~~D. If, upon reinspection, it is determined by the appropriate Village officials that the violations cited in the notice have been corrected, the license shall be reinstated by the Village. A request for reinspection shall not exceed the twenty one (21) day suspension period unless the official responsible for sending the violation notice so requests.~~

~~E. If the licensee is convicted by a court of a violation of any applicable ordinance of the Village in connection with the licensed building, then the license shall be subject to revocation without further notice.~~

~~F. In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license.~~

~~G. Each day a building continues to operate after a license has been revoked shall constitute a separate violation of this code subject to fine, as provided in section 1-1-5 of this code.~~

~~H. Any licensee violating any of the provisions of this chapter shall be subject to a fine as provided in section 1-1-5 of this code.~~

12-2-7: RECORDS:

Every owner or agent of a licensed multiple-family ~~dwelling~~ rental residential property shall ~~cause to be kept~~ keep records itemizing all repairs, alterations or decorating expenses in excess of fifty dollars (\$50.00) per expenditure for a period of five (5) years after such expenditure. Upon request, such records shall be made available during normal business hours upon request of the Village Manager or the Manager's authorized representatives.

12-2-8: TENANT RESPONSIBILITY:

No tenant shall commit vandalism in the building in which the tenant's dwelling unit is located and no tenant shall permit vandalism to occur ~~or shall violate any of the provisions of this code in the dwelling unit leased by the tenant.~~ All tenants shall comply with the obligations of the residential tenant and landlord ordinance in section 12-6-7 of this code.

12-2-9: INSPECTION FEES:

~~A. One Hundred Percent Sale Inspection Fee: When a licensed multiple family dwelling is inspected prior to sale as required by this code, the owner of the building so inspected shall be charged a fee equal to the annual license fee plus one dollar (\$1.00) additional for each dwelling unit contained in the building.~~ Reinspection Fees: A reinspection fee will be due immediately following the second reinspection and each subsequent reinspection conducted thereafter. A reinspection shall be conducted until all violations are corrected. A reinspection fee shall also be due immediately following any scheduled inspection for which a representative of the licensee is not present, does not provide access to the units and common areas required for inspection, or does not make a request to reschedule at least twenty four (24) hours in advance of the scheduled inspection. The reinspection fee for a multi-family rental residential property shall be twenty dollars (\$20.00) per dwelling unit inspected plus fifty dollars (\$50.00) per common area inspected.

~~B. Reinspection Fees: A reinspection fee will be due immediately following the second reinspection and each subsequent reinspection conducted thereafter. Reinspections shall be conducted until all violations are corrected. A reinspection fee shall also be due immediately~~

~~following any scheduled inspection for which a representative of the licensee is not present, does not provide access to the units and common areas required for inspection, or does not make a request to reschedule at least twenty four (24) hours in advance of the scheduled inspection. The reinspection fee for a multi-family residential building with four (4) or more rental dwelling units shall be twenty dollars (\$20.00) per dwelling unit inspected plus fifty dollars (\$50.00) per common area inspected.~~ Pre-Sale Inspections of Buildings Containing Four or More Units: When a licensed multiple-family rental residential property is inspected prior to sale, as set forth in section 7-13-2 of this code, the owner of the building so inspected shall be charged a fee equal to the annual license fee plus one dollar (\$1.00) additional for each dwelling unit contained in the building.

12-2-10: VIOLATION CORRECTION BY VILLAGE:

In the event a violation which presents a condition of extreme hazard to health and safety is found to exist and it is not corrected within the time specified by the Village Manager's designated representative then the Village Manager's designated representative may cause the violation to be corrected. Any expense in connection therewith shall be collected from the licensee. In the event the licensee shall fail to pay for said repairs within thirty (30) days after the expense is incurred, the Village shall place a lien on the premises for the cost of repairs. No such lien shall be effective until a notice thereof has been recorded with the County Recorder of Deeds. The Village may foreclose this lien in the same manner and with the same effect as in the foreclosure of mortgages on real estate.

12-2-11: MANDATORY PROVISION IN LEASE AGREEMENTS WITHIN THE VILLAGE:

A lease agreement is required as set forth in subsection 13-5-1B of this code. All leases agreements and applications for leases agreements of dwelling units shall contain the following information set forth in subsection 12-2-11A of this section, and all leases and applications for leases of dwelling units which are newly executed and/or renewed on or after October 1, 1991, shall contain the information set forth in subsections 12-2-11B through E of this section:

A. Night parking is prohibited on all Village streets from two thirty o'clock (2:30) A.M. to six o'clock (6:00) A.M. and the lessee is responsible for providing off street parking for the lessee's vehicle during those hours to the extent such parking is not provided by the lessor.

B. The specific unit number of the dwelling unit to be leased.

~~C. The maximum occupancy of the dwelling unit to be leased as established by the owner and/or operator of the dwelling unit. The owner and/or operator shall not, however, set forth a maximum occupancy in any such lease or lease application which exceeds the maximum occupancy for the dwelling unit established by section 12-1-6 of this chapter and set forth in the annual building inspection report provided to every multiple family dwelling building owner or operator by the Director of the Development Customer Services Department of the Village on an annual basis.~~ The full names and birth dates of all occupants of the dwelling unit leased or to be leased under the lease agreement.

~~D. The full names and birth dates of all occupants of the dwelling unit leased or to be leased under the lease agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing lease agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy set forth in section 12-1-6 of this chapter. The name and phone number of the property owner, agent, or property manager who, in emergency situations, will be accessible to tenants on a twenty four (24) hour per day basis and capable of reasonably and effectively responding to tenant needs in such situations.~~

~~E. The name and phone number of the property owner, agent, or property manager who, in emergency situations, will be accessible to tenants on a twenty four (24) hour per day basis and capable of reasonably and effectively responding to tenant needs in such situations. Provide a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on bed bug prevention, detection and control as set forth in section 12-6-10.D.1 of this code.~~

~~F. Provide a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure as set forth in section 12-6-10.E.1.a of this code.~~

~~G. Provide a summary attachment of the Oak Park Residential Tenant Landlord Ordinance as set forth in section 12-6-10.I of this code.~~

It shall be the responsibility of the lessor to set forth the information required herein in the lease agreement. Any lease agreement not containing the information required herein shall be voidable by the lessee. It shall also be the responsibility of the lessor to comply with the requirements of rental agreements in general as set forth in section 12-6-4 of this code.

12-2-12: ANNUAL ~~LANDLORD~~ PROPERTY OWNER MANAGEMENT SEMINAR:

~~A. A residential rental license shall not be issued until the owner or designated agent has attended and successfully completed an annual landlord management housing seminar conducted by the Village's Development Customer Services Department. All license applicants shall comply with the annual seminar requirement within one year of applying for a license or within one year of applying for a license renewal and shall attend and complete the annual seminar every year thereafter. Licenses shall be null and void if the owner or designated agent fails to comply with the seminar requirement pursuant to this section. The property owner, agent and property manager must attend and successfully complete an Annual Property Owner Management Seminar ("Seminar") conducted by the Village.~~

~~B. In the event that an owner or designated agent applies for a residential rental license and has met all other license requirements, but an annual landlord management seminar is not available, a provisional license may be issued, effective for no more than one year from the date of issuance, subject to attendance and successful completion by the operator, or his/her designated agent, of that seminar within that time period. Upon completion of the seminar within that time period, a rental residential license shall be issued for the balance of the year. All license applicants shall comply with the annual seminar requirement within three months of applying for a license or within three months of applying for a license renewal and shall attend and complete the~~

annual seminar every year thereafter. Licenses shall be null and void if any of the required persons above fails to comply with the seminar requirement pursuant to this section.

~~C. In the event that a designated agent attends the annual landlord management seminar to comply with this section, and that agent is no longer employed by the owner to be responsible for managing the rental residential dwelling unit under the license, the owner or a newly designated agent shall attend and successfully complete the seminar within twelve (12) months of that event. Any staff associated with a residential rental property other than the property owner, the agent, or the property manager and when the property owner lives more than 45 miles from Oak Park, the following applies; such persons must satisfy the requirement for the Seminar by attending either a local or an on-line property management training course, which includes modules on Fair Housing and the Just Housing Amendment. This training must be completed annually and the property owner is required to maintain a list of those attending the training.~~

~~D. An owner or designated agent of an owner may be certified as an operator upon issuance of a rental residential license, and a certificate of completion of the annual landlord management seminar. The certification as an operator shall be issued on an annual basis. Any newly hired personnel, including an agent, property manager or any other staff required to attend the Seminar, per this section, shall attend and successfully complete the seminar within ninety (90) days from being hired.~~

~~E. At any time after two (2) years from the date of the issuance of a license, an operator or designated agent may be required to attend and successfully complete the annual landlord management seminar. Such requirement shall be subject to the determination of the Village's Development Customer Services Department which shall consider whether the rental property that is the subject of the license is at risk of becoming a nuisance rental property as defined in this Code. The Village shall maintain a list of all property owners, agents and property managers who have attended the seminar along with the dates of attendance and verification that the personnel have otherwise complied with this code.~~

~~F. A rental residential license shall not be renewed if attendance is required and not completed within three (3) months of the notice to that effect. Such notice shall be delivered or mailed to the landlord, or designated agent, at the address designated on the most recent license application.~~

~~G. The Village's Development Customer Services Department shall maintain a list of landlords and/or designated agents who have attended the annual landlord management seminar and/or who are certified residential operators, along with the dates of attendance and verification that the landlord or designated agent has otherwise complied with this code to be eligible for issuance or renewal of a residential operator's license.~~

12-2-13: VIOLATIONS:

The following shall constitute violations of this chapter:

- A. Failure of the property owner of a rental residential property to license such property with the Code official within ninety (90) days of purchasing the rental property.
- B. Charging or collecting rents for a rental residential property where such property is not properly licensed under this chapter or where such license has been suspended or revoked.
- C. Failure of the property owner, the agent or the property manager of the rental residential property to maintain the structure and premises in compliance with applicable building, property maintenance and zoning ordinances.
- D. Any person other than an inspector from the Neighborhood Services Department who removes or defaces any notices which have been posted pursuant to this chapter without the approval of the Code official shall be liable for the penalties provided for by this chapter.
- E. Failure of a property owner, agent, property manager, or tenant of rental residential property to comply with any other applicable provision of this chapter or other Village ordinances.

12-2-14: SUSPENSION AND REVOCATION OF LICENSE:

- A. Suspension: A license may be suspended when violations of applicable Village codes have been identified by the Neighborhood Services Department and the property owner has been properly notified of the violations, given a reasonable period of time in which to correct violations but has failed to do so, and been found liable. A license may also be suspended when any information provided in the license application is determined by the code official to be false.
- B. Violation Notice: When an inspection of a licensed rental residential property reveals any violations of applicable codes, a compliance timeframe will be set by the code official using the standard as set forth in section 12-2-6. The code official shall send notice to the property owner and the listed authorized agent by regular U.S. mail and e-mail with delivery confirmation at the last address provided on the most recent license application. Said notice shall include the following:
 - 1. Description of the rental residential property sufficient for identification;
 - 2. A statement listing the violations of applicable codes;
 - 3. A statement of the date upon which a re-inspection must occur on or before; and
 - 4. An explanation that if upon completion of the re-inspection that the requirements of applicable Village codes have not been met, that the license for the rental residential property shall be suspended.
- C. Re-Inspection: A re-inspection will be conducted no later than the end of the compliance timeframe. If the code official finds that the requirements of applicable Village codes have not been met upon the completion of such re-inspection, the license for the rental residential property shall be suspended.
- D. Suspension Notice: When a license is suspended, the code official shall send notice to the property owner and the listed authorized agent at the last address provided on the most recent

license application. Said notice shall be sent by certified mail, return receipt requested and by e-mail with delivery confirmation, or personally served upon the property owner or the authorized agent listed on the most recent license application. Should notice be attempted via certified mail, return receipt requested and e-mail with delivery confirmation is unsuccessful, posting of the notice on the rental property shall suffice as proper notice. The notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement of the reasons for the suspension;
3. An explanation of the property owner's right to appeal the suspension;

4. If the property owner changes the owners address or changes agents and fails to notify the Neighborhood Services Department, such notice shall be sufficient if sent by certified mail and e-mail with delivery confirmation to the property owner or authorized agent's last address provided on the last license application.

E. Re-Inspection Prior to Revocation: A property owner whose license has been suspended may request a re-inspection prior to revocation. If, upon re-inspection, the Neighborhood Services Department finds that the licensed rental residential property in connection with which the notice was issued is now in compliance with this chapter, the code official may reinstate the license after all applicable fees have been paid. The request for a re-inspection shall not stay the revocation of the license unless the code official grants such request pursuant to a showing of good cause by the property owner or authorized agent.

F. Appeal: Any person or entity whose license has been suspended shall be entitled to appeal the suspension by filing a petition as set forth in chapter 7-13-2 subsection 106 with the appeals board vested with the authority for considering any such petition. Such an appeal shall operate as a stay of the revocation until such time as the appeals board renders a decision on the appeal. A hearing shall be scheduled in accordance with the provisions of this Code and the rules and regulations of the appeals board. The appeals board considering any such petition may immediately revoke the license, continue the suspension to a definite compliance date with revocation being the penalty for noncompliance, or dismiss the charges and reinstate the license. The appeals board shall render a decision in accordance with the provisions of this Code and its rules and regulations.

G. Revocation: A license may be revoked when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension, or, if the suspension is sustained after appeal. A license may also be revoked when, in the opinion of the code official, emergency conditions exist in a rental residential property that require the immediate vacating of a structure as specified in the Village's property maintenance code.

H. New License: A license which has been properly revoked as herein provided shall not be reinstated. The property owner or authorized agent may, however, obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license as set forth in this chapter, including the payment of all applicable fees.

I. Revocation Appeal: If a license is revoked without having the opportunity of a suspension hearing, the property owner or authorized agent has the right to appeal that revocation. Said appeal shall conform to subsection F of this section. Such an appeal shall operate as a stay of the revocation until such time as the appeals board renders a decision on the appeal.

J. Notification – Revocation of License: Whenever a license is revoked, the code official shall send notice to the property owner, Agent, Property Manager, or Property Agent at the last address provided on the most recent license application. Said notice shall be sent by certified mail, return receipt requested and e-mail with delivery confirmation.

K. Notification – Failure to License: Whenever a property owner or authorized agent of a rental residential property fails to license said property with the Neighborhood Services Department, the code official shall send notice to the property owner or the authorized agent at the last address provided on the most recent license application. Said notice shall be sent by certified mail, return receipt requested and e-mail with delivery confirmation.

12-2-15: PROPERTY OWNER RESPONSIBILITY:

A. The property 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 property owner or 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 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 property owner or agent of a rental residential property shall provide each tenant or occupant with the name and telephone number, as provided by the Village, of organizations that may be able to help with fair housing issues. Additionally, current information about tenants' rights under 1) the Fair Housing Act, 2) the Illinois Human Rights Act, 3) the Cook County Human Rights Ordinance and 4) the Just Housing Amendment shall be posted in locations where the information will be visible to tenants or potential tenants.

D. The property owner or agent of a rental residential property shall provide each tenant at the time they are being served a 5-day notice for non-payment of rent or a 10-day notice for violating a provision in the lease, both of which could result in the property owner or agent starting an eviction process against the tenant, information provided by the Village, which may include, but is not limited to, resources about tenants rights, emergency rental assistance, eviction prevention and where to seek legal help. The property owner or agent of a rental residential property must also provide written notice to the Village's Engaging Community for Healthy Outcomes (E.C.H.O) program staff.

E. All Staff involved in conversations about tenancy shall be provided with easily accessible policies regarding leasing with a rental subsidy, and/or leasing with an arrest or conviction record.

F. The property owner of a rental residential property shall make available to the Village official, upon request, the tenant and occupant records required to be maintained under this section.

12-2-16: INSPECTION ACCESS:

If any property owner, agent, tenant, occupant or other person in control of a rental residential property or a dwelling unit or a rooming unit contained therein fails or refuses to consent to free access and entry to the property or dwelling unit or rooming unit under his or her control for any inspection pursuant to this chapter, the Code official or his or her designee may apply to the Circuit Court for a search warrant or other appropriate court order authorizing such inspections. However, except in an emergency situation, no application for such a search warrant shall be made without first making a reasonable effort to secure access and entry to the property or dwelling unit or rooming unit through the property owner, their agent or the property manager as identified pursuant to section 12-2-2 of this chapter, or the tenant.

12-2-17: ENFORCEMENT:

In addition to any other remedy, including the private right of action by a tenant, or penalty set forth in this article, any person found to be in violation of a provision of this article shall be subject to a fine in accordance with section 1-1-5 of this Code. Each day that a violation continues to occur shall constitute a separate and distinct offense.

Section 3. Village Code Amended. Chapter 12 ("Housing"), Article 6 ("Residential Tenant and Landlord Ordinance"), Section 4 ("Rental Agreements") of the Oak Park Village Code is hereby amended to delete the overstricken language and add the underlined language to read as follows:

12-6-4 RENTAL AGREEMENTS

A. When a landlord and a tenant enter into a rental agreement, that rental agreement shall comply with the requirements of this article regardless of the duration of the tenancy. A landlord and tenant may include in a rental agreement any terms and conditions that are not prohibited by this article and other rules of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

B. Any written rental agreement subject to this article shall contain the full names of all known occupants of the dwelling unit leased or to be leased under the rental agreement. The maximum occupancy of the dwelling unit to be leased will be established by the owner and/or operator of the dwelling unit. The individual occupancy of the dwelling unit shall in no case exceed the maximum occupancy permitted by section ~~404.4.1 ("Room Area") and section 404.5.1 ("Maximum Number of Occupants")~~404 ("Occupancy Limitations") of the ~~2009~~ current International Property Maintenance Code as adopted by the Village pursuant to section ~~7-13-21 ("Amendments Adoption")~~ of this Code, as amended.

C. Rent is to be payable at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one (1) month or less

and, otherwise, in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

D. Unless otherwise agreed, when a tenant pays weekly, the tenancy shall be week to week and, in all other cases, month-to-month.

E. All rental agreements and applications for rental agreements of dwelling units shall contain the mandatory provision as set forth in section 12-2-11 of this code.

F. Effect of an Unsigned or Undelivered Written Rental Agreement.

1. If the landlord and tenant have agreed to a written rental agreement, and the landlord fails to sign or deliver the written agreement to the tenant, the landlord's acceptance of rent, without reservation by the landlord, gives the rental agreement the same effect as if the landlord had signed and delivered the written rental agreement to the tenant.

2. If the landlord and tenant have agreed to a written rental agreement, and the tenant fails to sign or deliver the written agreement to the landlord, the tenant's acceptance of possession and payment of rent, without reservation, gives the rental agreement the same effect as if the tenant had signed and delivered the written rental agreement to the landlord.

3. A written rental agreement given effect by the operation of this section shall have a term of one (1) year.

G. Prohibited Provisions. A rental agreement shall not provide that the tenant or the landlord:

1. Agrees to waive or to forego rights or remedies under this article, Illinois state law, or federal law;

2. Authorizes a confession of judgment, or any entry of a judgment by a court without written notice or a trial, for any claim, including but not limited to debts, liabilities, damages, and obligations, arising out of the rental agreement;

3. Agrees to a waiver of: any written termination of tenancy notice or manner of service thereof provided under state law or this Article, summons, copy of complaint, petition, right to notice, motion, entry of appearance, or other documents from the court as established through judicial process in the manner provided by the Illinois Code of Civil Procedure, 735 Illinois Compiled Statutes 5/2-201 et seq., or any action, regardless of good cause or cost;

4. Agrees to a non-disparagement clause that limits any written or oral statements, remarks, or other communications, public or private, directly or indirectly, made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries;

5. Agrees to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for that liability or the costs connected therewith;

6. Agrees to waive the right of any party to a trial by jury;

7. Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute or Ordinance. This paragraph shall also apply to a mobile home owner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms "tenant," "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 Illinois Compiled Statutes 745/1 et seq.;

8. Agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;

9. Agrees that a tenant shall pay a charge, fee or penalty in excess of ten dollars (\$10.00) per month for the first one thousand dollars (\$1,000.00) in monthly rent plus five (5) percent per month for any amount in excess of one thousand dollars (\$1,000.00) in monthly rent for the late payment of rent. This paragraph shall also apply to a mobile homeowner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms, "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 Illinois Compiled Statutes 745/1 et seq.;

10. Agrees that a tenant shall receive a discount in excess of ten dollars (\$10.00) per month for the first one thousand dollars (\$1,000.00) in monthly rent plus five (5) percent per month for any amount in excess of one thousand dollars (\$1,000.00) in monthly rent if the tenant pays rent before a specified date or within a specified time period in the month;

11. Agrees that a landlord may apply rent payments to a charge other than rent, including but not limited to utilities, fines, late fees or other charges; or

12. Agrees that the landlord shall not impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees and move-in fees. A landlord shall not rename a fee or charge to avoid application of this prohibition.

H. A landlord shall not enforce a provision prohibited by section [12-6-4](#). If a landlord deliberately uses a rental agreement containing any provision known by the landlord to be prohibited, the tenant may recover actual damages or two (2) months' rent, whichever is greater.

~~I. The provisions, provided in section [12-6-4](#)(F), apply to new rental agreements starting on or after June 1, 2021. (Ord. 21-60, 7-19-2021)~~

Section 4. Village Code Amended. Chapter 12 ("Housing"), Article 6 ("Residential Tenant and Landlord Ordinance"), Section 11 ("Security Deposits") of the Oak Park Village Code is hereby amended to delete the overstricken language and add the underlined language to read as follows:

12-6-11: SECURITY DEPOSITS:

A. If a landlord requires a security deposit as part of the lease agreement, the landlord may not demand or receive a security deposit in an amount of no less than one month's rent or in excess of one and one-half months' rent. A landlord may not avoid the coverage of this subsection by labeling the fee or charge as anything other than a security deposit. In lieu of a security deposit, the landlord may charge a move-in fee as set forth in 13-5-1C of this code.

* * * *

Section 5. Village Code Amended. Chapter 13 ("Human Rights"), Article 5 ("Unlawful Management Practices"), Section 1 ("Unlawful Management Practices; Regulations") of the Oak Park Village Code is hereby amended to delete the overstricken language and add the underlined language to read as follows:

13-5-1: UNLAWFUL MANAGEMENT PRACTICES; REGULATIONS:

A. Applicability: ~~Unless otherwise provided, this article shall apply only to multiple-family residences containing four (4) or more all residential~~ rental dwelling units. For the purpose of this article, a "dwelling unit" is defined as a portion of a building containing culinary facilities and arranged, designed and exclusively used or maintained for use by one family as a separate housekeeping unit. This article shall not apply to short-term rentals as set forth in article 8-40 of this code.

This article shall not apply to hotels. A "hotel" is defined as "a building in which living or sleeping facilities are provided for compensation and offered to transient guests and in which one or more customary services such as maid and linen service or telephone service are provided". For the purposes of this article, the term "hotel" shall also mean motel.

B. Lease Agreement Required: No dwelling unit shall be rented without a written lease having been executed on behalf of the owner and the tenant, regardless of the number of units in a building. ~~This requirement shall not apply to the renewal of tenancies existing as of April 1, 2016.~~ All leases must comply with the mandatory provision in lease agreements within the Village as set forth in section 12-2-11 of this code.

C. Application And Fees: No dwelling unit shall be rented without the owner or agent first having obtained a written application, ~~along with~~ As part of the application process, an optional security deposit or an optional onetime, nonrefundable move-in fee may be required, but not both. ~~The security deposit must be in an amount of no less than one month's rent or in an amount no greater than one and one-half months' rent. The onetime, nonrefundable move-in fee cannot to exceed five hundred dollars (\$500.00). An owner or agent shall not require both a security deposit and a move-in fee as a condition of any lease pursuant to this section. If an owner or agent chooses to collect a security deposit, the value of the security deposit must be no less than one~~

~~month's rent. However, this provision shall not apply to renewals of existing leases. This provision shall not apply to renewals of existing leases. All security deposits must comply with the provisions as set forth in article 12-6-11 of this code.~~

D. Showing Of Dwelling Units: Any person showing a dwelling unit for the purpose of renting said dwelling unit must have knowledge of ~~this e~~Chapter 13 ("Human Rights") and Article 12-2 ("Residential Rental License") of the Village code.

E. Processing Of Application For Rental Of A Dwelling Unit: Any person accepting and/or processing an application for a dwelling unit must:

1. Have knowledge of ~~this e~~Chapter 13 ("Human Rights") and Article 12-2 ("Residential Rental License") of the Village code;

2. Have knowledge of the laws and practices in connection with rental and management of ~~multiple family residential rental dwellings as set forth in article 12-6 of this code;~~ and

3. Attend a property owner management seminar on housing practices to be conducted by the Village as set forth in section 12-2-12 of this code. Such seminar must be attended at least once each calendar year.

F. Copies Of Applications: Copies of applications for apartments shall be furnished by the owner or manager to all agents having authority to accept such applications. No agent shall represent that an application has been made for a dwelling unit unless he or she has, in fact, knowledge that such application has been made.

Section 6. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

(The remainder of this page intentionally left blank)

Section 7. Effective Date. This Ordinance shall be in full force and effect on January 1, 2026.

ADOPTED this 9th day of September, 2025, pursuant to a roll call vote at follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman				
Trustee Eder				
Trustee Enyia				
Trustee Leving Jacobson				
Trustee Straw				
Trustee Taglia				
Trustee Wesley				

APPROVED this 9th day of September, 2025.

Vicki Scaman, Village President

ATTEST

Christina M. Waters, Village Clerk

Published in pamphlet form this ____ day of _____, 2025.

Christina M. Waters, Village Clerk