

CITY OF AURORA, ILLINOIS
ORDINANCE NO. 208-97
DATE OF PASSAGE October 14, 2008

AN ORDINANCE AMENDING CHAPTER 12, "BUILDINGS AND BUILDING REGULATIONS", OF THE CITY OF AURORA CODE OF ORDINANCES

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, it is in the best interests of Aurora citizens, landlords, and tenants to own, as well as reside in and around properties that are well maintained and that are free from criminal and nuisance activities; and

WHEREAS, it is therefore in the best interests of the City of Aurora citizens, landlords and tenants that all landlords shall conduct criminal background checks upon their prospective tenants, and shall provide for a crime-free environment on all leased property in the City of Aurora.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Aurora, Illinois, that Chapter 12, Article X of the Aurora Code of Ordinances entitled "Landlord-Tenant Leases" be and is hereby amended as follows:

Section One: That Article X of the City of Aurora Code of Ordinances entitled "Landlord-Tenant Leases" shall be amended as follows:

ARTICLE X. LANDLORD-TENANT LEASES

Sec. 12-400. Purpose.

This Ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of the City of Aurora through the reduction, control, and prevention of criminal and nuisance activities.

Sec. 12-401. Scope.

This Ordinance applies to all landlords ~~who are licensed to rent properties, and who are applying to be licensed to rent properties,~~ within the City of Aurora pursuant to the provisions of this Chapter. For purposes of this Ordinance, "landlord" shall be defined as the persons, partnerships, or corporations who own and lease real property,

whether commercial or residential, including a representative acting on the owner's behalf within the corporate limits of the City of Aurora

Sec. 12-402. Criminal Background Investigation.

A. The intent of this section is to protect and preserve the City neighborhoods' public health, safety and welfare of its citizens by requiring criminal history/background investigations of prospective tenants and providing that service at the local level.

B. Criminal background checks shall be conducted on all prospective tenants prior to occupying any rental dwelling unit.

C. The Landlord shall conduct, or have conducted by a reputable agency, a criminal history/background investigation on prospective tenants of rental property in the City of Aurora. "Rental property" means any real property, commercial property or dwelling rented or leased by one person or entity to another person or entity for residential or commercial purposes, including but not limited to houses, apartments, townhouses, condominiums, manufactured or movable homes or the lots on which they are located, and other similar structures. Failure to comply with the requirements in this section may result in suspension or revocation of rental license(s) for the landlord.

Sec. 12-4023. Property Leases.

a) All landlords shall incorporate in the body of all property leases or rental agreements, or renewals of property leases or rental agreements, wording substantially similar to the following (Landlords may use the exact language contained below or use standardized forms from the Division of Property Standards):

i. Notice of City of Aurora Ordinances:

"The City of Aurora has enacted the following in its Code of Ordinances:

1) Chapter 29, Article VII – Criminal Nuisance Abatement: This Ordinance prohibits criminal nuisance activity on properties located within the corporate limits of the City of Aurora;

2) Chapter 29, Article VIII – Noise Abatement: This Ordinance prohibits unreasonably loud or raucous noise within the corporate limits of the City of Aurora; and

3) Chapter 12, Article IV – Property Maintenance: This Ordinance requires that properties within the City of Aurora be properly managed and maintained.

Any violations of the above ordinances or any other federal, state, or local criminal, nuisance, or property maintenance statutes, regulations, or ordinances may result in the EVICTION of the tenant who committed, allowed, or facilitated the violation.

Tenants and all persons who reside in the leased premises, by assuming possession of the same, agree that the landlord or his agents may release to the Police Department, Law Department, or the Division of Property Standards any information concerning the identity of all occupants.”

ii. Crime free Agreement:

“In consideration of the execution or renewal of a lease of the rental unit identified in this lease, Owner (or Owner’s agent or representative) and Resident/Tenant agree as follows:

1. Tenant, any member of the Tenant’s household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant’s household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. “Drug-related criminal activity” means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance, cannabis or methamphetamine (as defined in the Illinois Compiled Statutes).
2. Tenant, any member of the Tenant’s household, a guest, or invitee at the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant’s household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, or on the said property.
3. Tenant, and every member of the household shall not permit the rental unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is present during any such offense.

4. Tenant, and members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, cannabis, or methamphetamine at any location whether in, at, on, or near the property.

5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household, shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Tenants or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes.

6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY, PROVIDED, HOWEVER, A TENANT SHALL NOT BE RETALIATED AGAINST NOR EVICTED WHEN MERELY A VICTIM OF ANY CRIMINAL ACT PROHIBITED HEREIN, BUT SHALL BE RESPONSIBLE FOR THE ACTS OF HIS/HER GUESTS AND HOUSEHOLD MEMBERS. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. IT IS UNDERSTOOD AND AGREED THAT A SINGLE VIOLATION SHALL BE GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE UNDER THE ILLINOIS COMPILED STATUTES. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE. Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by Owner.

To the extent permitted by law, Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement.”

Alternatively, landlords may include the above language, or substantially similar language, in an addendum to all leases or rental agreements or the renewal of leases or rental agreements. Such addendums to property leases and rental agreements must be signed and dated by all of the adult tenants occupying the rental property. Landlords who utilize oral leases or no lease agreements must provide a notice to tenants that contains wording substantially similar to the above language. Landlords must keep a copy of the notice, signed and dated by the tenant, which acknowledges receipt of said notice. The above mandatory lease provisions shall be effective for any extension, renewal or modification of the initial lease.

b) All landlords shall incorporate into the body of all leases or rental agreements, or renewals of leases or rental agreements, the first and last names of all individuals who will reside or operate businesses at the subject property during the term of the lease. All such landlords shall also require their tenants, as a condition of their lease, to provide written notice containing the first and last names of any guests who will be temporarily residing at the subject property for more than a calendar week (seven (7) consecutive days). Landlords who utilize oral leases or no lease agreements shall be required to maintain records which contain the information required in this subsection. Landlords shall provide, upon either oral or written request, copies of the information required in subsections (a) and (b) to the City of Aurora Police Department, Law Department and/or the Division of Property Standards. Any such oral request shall be followed by a written confirmation of the oral request from the interested City of Aurora department.

Sec. 12-4034. Enforcement.

a) The Division of Property Standards shall have primary responsibility for enforcement of the regulations herein. Nothing in this Ordinance shall prevent the Division of Property Standards from obtaining voluntary compliance by way of warning, notice, or education.

b) All leases and rental agreements that are already in existence on the effective date of this Ordinance shall be brought into compliance with the requirements of §4023 upon renewal of a lease or issuance of a new lease.

Sec. 12-4045. Penalties

a) A violation of the provisions of this Ordinance shall be adjudicated in the manner set forth in Article VII of this Chapter except that the fine for such violations shall be no less than \$100.00, nor more than \$200.00 for the first offense. A subsequent violation of this Ordinance by the same landlord, which occurs within thirty (30) days of previous violation, is punishable by a fine of no less than \$250.00 and no more than \$350.00 and, at the discretion of the Administrative Hearing Officer, suspension of the violating landlord's license to rent the subject property for no less than forty-five (45) consecutive calendar days and up to one (1) calendar year. This subsection shall not be construed as requiring the Division of Property Standards to cite a landlord for violation of this Ordinance if, in its discretion, the Division determines that it is in the best interest of the community to utilize other lawful means to gain compliance. Tenants who violate Sec. 12-4023(b), by failing to provide the required guest information to their landlords, shall be subject to the above fines. Landlords who have given the required notice to their tenants shall not be responsible for their tenants' failure to provide information about guests.

b) For properties which contain multiple rented or leased units, each lease or rental agreement which fails to comply with §4023 of this Ordinance shall be construed as a separate violation.

Section Two:

That this ordinance shall be in full force and effect, and shall be controlling immediately upon passage hereof.

Section Three:

That all ordinances, or parts of ordinances thereof, in conflict therewith, are hereby repealed to the extent of any such conflict.

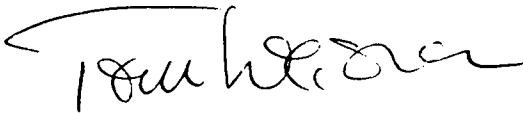
Section Four

That any section or provision of this Ordinance that is construed to be invalid or void shall not effect the remaining sections or provisions, which shall remain in full force and effect thereafter.

PASSED by the City Council of the City of Aurora, Illinois on the 14th day of October, 2008.

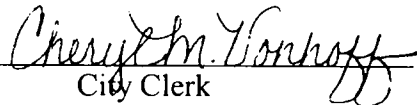
AYES 12 NAYS 0 NOT VOTING

APPROVED AND SIGNED by the Mayor of the City of Aurora, Illinois on this 14th day of October, 2008.



MAYOR

ATTEST:



City Clerk

City of Aurora
Law Department
44 East Downer Place
Aurora, Illinois 60507