

## CHAPTER 50

### VILLAGE ANNUAL HEALTH SAFETY INSPECTION PROGRAM

#### **50-1-1 HEALTH SAFETY INSPECTION'S GENERALLY; AUTHORITY TO ACT.**

Village has the authority to ensure the health, safety, general welfare and economic welfare of all Village residents through Village police powers and 65 ILCS 11-60-2, which states: "The corporate authorities of each municipality may define, prevent, and abate nuisances."

In addition, Village may demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within Village and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings. *See*, 65 ILCS 5/11-31-1 and 5/11-31-1.1.

Further, Village may adopt and enforce property maintenance standards and minimum quality standards for buildings and structures. *See*, 65 ILCS 5/11-31-1 and 65 ILCS 5/1-3-1(b).

**50-1-2 DEFINITIONS.** The following definitions shall apply with respect to the terms and provisions of this Chapter.

a. **"AGENT"** and/or **"REPRESENTATIVE OF THE OWNER AND/OR LANDLORD"**, whether singular or plural, means any person who is an agent or representative of an owner and/or landlord of any residential rental structure or residential rental property within Village.

b. **"BUSINESS ENTITY"**, whether singular or plural, means LLC, Corporation, Partnership, sole proprietorship, or any other legally recognized business entity.

c. **"CODE"**, whether singular or plural, means the Municipal Code of Ordinances of the Village of Mulberry Grove, Illinois.

d. **"CONSIDERATION"**, as used herein, means anything of value.

e. **"HEALTH SAFETY INSPECTION"**, whether singular or plural, means an inspection conducted by a Village employee(s), or independent contractor(s) hired by Village, as authorized by Village to conduct Health Safety Inspections. Health Safety Inspections shall be conducted to ensure the health, safety, general and economic welfare of all Village residents and the general public by ensuring all residential rental properties comply with the Village Code and are not dangerous, unsafe, or nuisance properties. Health Safety Inspections may include, but are not be limited to safety conditions related to: (a) potential fire conditions; (b) plumbing systems; (c) drainage systems; (d) HVAC systems and equipment; (e) electrical systems; (f) kitchens; (g) interior and exterior structural conditions; (i) air quality; and (j) pests (such as but not limited to rats, mice, termites, bedbugs, etc.).

f. **"HEALTH SAFETY INSPECTION CERTIFICATE OF COMPLIANCE"**, whether singular or plural, means certificate of compliance issued by Village to the owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property after a Health Safety Inspection has been completed.

g. **“HEALTH SAFETY INSPECTION OFFICER”**, whether singular or plural, means Village employee(s), or independent contractor(s) hired by Village, authorized to conduct Health Safety Inspections by the Village President.

h. **“LANDLORD”**, whether singular or plural, means the owner of any property that is leased or rented for some consideration to a tenant for use as a residence at any time. In addition, any person or business entity that owns and/or pays property taxes on any residential rental structure or residential rental property used in whole or in part or residential purposes who does not occupy that residential rental structure or residential rental property as a primary domicile, and allows any other person to reside in or occupy the residential rental structure or residential rental property, whether for a fee or otherwise, is a Landlord for purposes of this Chapter. Any person who is an owner or seller of any residential rental structure or residential rental property used in whole or in part or residential purposes who has entered into an installment contract or agreement of any nature, including but not limited to a contract for deed, is a Landlord for purposes of this Chapter.

i. **“LET FOR OCCUPANCY”**, whether singular or plural, means to permit, provide or offer possession or occupancy of a residential rental structure or residential rental property to a person or business entity who is or who is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement, license, or similar instrument, or pursuant to a recorded or unrecorded agreement or contract of sale for the premises.

j. **“OWNER”**, whether singular or plural, means any person or business entity who holds any ownership interest or fee simple ownership interest in any residential rental structure or residential rental property within Village.

k. **“RENT”**, whether singular or plural, means any consideration, cash or otherwise, given by a party or tenant to an owner and/or landlord, or the agent or representative of an owner and/or landlord, for the possession and/or use of a residential rental structure or residential rental property, or, in the case of any installment contract or contract for deed, any payment made pursuant to such agreement.

l. **“RESIDENTIAL RENTAL STRUCTURE”** or **“RESIDENTIAL RENTAL PROPERTY”**, whether singular or plural, means any house, apartment, condominium, duplex, shed, tent, carport, garage, chicken coop, rooming house, dwelling, multi-use dwelling structure (excluding hotels and motels), mobile home, and/or any other structure, permanent or otherwise, located within Village that the owner and/or landlord, or the agent or representative of the owner and/or landlord thereof rents or is selling or transferring, either entirely or in part, to another person for occupancy as a residence.

m. **“TENANT”**, whether singular or plural, means a person or business entity that occupies, leases, or rents residential rental property.

n. **“TENANCY”**, whether singular or plural, means the term or duration a person or business entity occupies, leases, or rents residential rental property.

### **50-1-3 LANDLORD’S OBLIGATION TO REGISTER.**

a. Registration required. It shall be unlawful for an owner of a residential rental structure to rent such residential rental structure, either entirely or in part, to another person for occupancy as a residence, unless the owner shall have registered the residential rental structure with the Village Clerk.

1. Application. The owner of a residential rental structure shall register the residential rental structure with the Village by completing (on forms supplied by the Village) a written application for registration, and filing the application for registration with the Village Clerk. The application for registration shall state, at a minimum and concerning the residential rental structure:

- A. The address of the residential rental structure;
- B. A general description of the residential rental structure;
- C. The number of rental units in the residential rental structure; and
- D. The name, mailing address, and telephone number of each owner of the residential rental structure. If the owner of the residential rental structure is a business entity that has its own separate legal existence, rather than a natural person, the application shall also provide the name, phone number and address of a natural person that is the controlling individual of that entity, and in no event shall compliance consist of the name of another company or non-natural person.
- E. The name, mailing address, and telephone number of the person responsible for the maintenance of the residential rental structure.
- F. The number of bathrooms and bedrooms in each unit for each residential rental property;
- G. The maximum legal occupancy of each unit for each residential rental property; and
- H. The total square footage of each unit for each residential rental property.

2. Duration of Registration. Registration shall be required annually for each residential rental structure and shall further be required when: (A) all or part of the ownership of the residential rental structure changes, or (B) the number of rental units in the residential rental structure changes. If either such change occurs, the then new or remaining owner(s) of the residential rental structure shall, within 45 days of any such change, file a new application for registration with the Village Clerk.

3. Registration not Assignable. The registration of a residential rental structure is not assignable. If a residential rental structure is sold or the ownership of the residential rental structure otherwise changes, the new owner(s) thereof shall complete a new application for registration concerning the residential rental in such new owner's name(s) and shall file the application for registration with the Village Clerk.

**50-1-4 AMNESTY PERIOD.** For purposes of facilitating the registration of all residential rental property within the Village limits, Village will provide an amnesty period for owners to register existing residential rental property up to and including April 30, 2019. No owner and/or landlord, or the agent or representative of the owner and/or landlord, will be charged with a Village ordinance violation who registers residential rental property with Village prior to May 1, 2019. However, any owner and/or landlord, or the agent or representative of the owner and/or landlord, who fails to register residential rental property

by May 1, 2019, will be in violation of this Chapter and may be subject to legal action in accordance herewith.

**50-1-5 NUISANCE CONDITIONS.** When the annual anniversary of a registration date arises, a change in tenancy occurs at residential rental property, or when a change in ownership of residential rental property occurs, the Health Safety Inspection Officer will inspect all such residential rental properties in accordance with the Village Code and this Chapter. Some of the Health and Safety Conditions that may be inspected during the process for issuing a Health Safety Inspection Certificate of Compliance are listed below. The list below is not intended to be the final list of what may or may not be inspected by Village as part of the Health Safety Inspection. The Health and Safety Conditions listed below are examples of what may be inspected as part of the Village Health Safety Inspection:

<b>HEALTH AND SAFETY CONDITION</b>	<b>ESSENTIAL TO HEALTH AND SAFETY</b>	<b>PUBLIC NUISANCE</b>
<p>1. Fire safety</p> <p>Smoke and CO<sup>2</sup> detectors appropriately located and in good working order.</p> <p>Adequate means of egress</p>	<p>Lack of detectors and/or inadequate egress increases risk of fires and the risk of bodily harm resulting from fires. In addition to posing a risk to tenants, both increase risks for adjacent properties and impose fire service and health costs on the public.</p>	<p>Increased risk of fire on a property increases risks to adjacent properties and imposes fire service and health costs on the public.</p>
<p>2. Other safety conditions</p> <p>All doors to the exterior must close fully and have appropriate, well- functioning locking mechanisms</p> <p>All hand or guard rails must be firmly fastened and capable of supporting reasonable loads</p> <p>Sidewalks and walkways must be in reasonable repair</p>	<p>Improperly closing doors or malfunctioning locks can provide opportunities for burglary or trespassing with significant risk to tenants.</p>	<p>Increased risk of crime imposes police costs on the public.</p>
	<p>Insecure or inadequate guard rails can result in injury to tenants or visitors, particularly senior citizens or individuals with physical disabilities.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
	<p>Holes, cracks and other deficiencies in sidewalks and walkways can lead to injury of tenants, visitors and passers-by.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
<p>3. Plumbing</p> <p>Access to public water and sewer service; or, a well and/or septic system approved by the appropriate approval authority.</p>	<p>Inadequate water service can lead to tenant health problems, while inadequate sewer service can affect health for both tenants and residents of nearby properties because of the potential spread of disease.</p>	<p>Inadequate water service can lead to resident health problems, while inadequate sewer service can affect health for both residents and nearby residents, in both cases imposing costs on the public.</p>

Complete bathroom, including sink with hot and cold running water, toilet and shower and/or bathtub in working order with all fixtures properly installed and no visible water hazards present.	Lack of adequate, properly functioning and safe washing, bathing and toilet facilities can lead to significant health problems for tenants.	Tenant health problems can impose costs of treatment on the public.
4. Drainage  Properly operating drains in bathroom and kitchen	Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.	Increased risk of disease can affect neighbors as well as tenants and impose costs on public.
Proper drainage from apartment into sewer or septic system.	Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.	Increased risk of disease imposes costs on public.
Gutters and downspouts in good condition and draining properly	Improperly functioning gutters and downspouts can lead to ponding, flooding and infestation, as well as lead to roof and wall problems creating health and safety problems for tenants and neighbors.	Increased risk of health and safety problems can affect neighbors as well as tenants and impose costs on public.
5. Working and properly vented heating system	Lack of adequate heating facilities can lead to significant health and safety problems for tenants, including the use of alternative heating measures that lead to fire risk.	Can create health problems and increase fire risk both imposing costs on public.
6. Working and safe electrical system	Dangerous or inadequate electrical systems increase the risk of physical injury to residents and visitors and increase fire risk for the property and adjacent properties.	Can increase health problems and fire risk for residents and neighbors and impose costs on public.
7. Kitchen with operating stove, oven, refrigerator and sink	Lack of operating kitchen equipment can lead to use of undesirable and dangerous alternatives by tenants which increase risk of physical injury and risk of fire to property and adjacent properties.	Can increase health problems and fire risk for residents and neighbors and impose costs on public.
8. Roof free from leaks; if evidence of prior leaks is visible, documentation that repairs were made	Leaking roof can lead to significant health and safety problems for tenants.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
9. Absence of holes, breaks, rotting material or major cracks in walls or floors	Holes, breaks or major cracks in walls or floor can pose injury risks to tenants, particularly children, as well as indicate potential structural problems.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require

		corrective action at public cost.
10. Soundness of exterior structural elements, including balconies, stairs and decks	Unsafe balconies, decks, stairs and visible joists can pose severe injury risks to tenants and visitors.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
11. Absence of mold or mildew	Mold or mildew can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.
12. Absence of rats, mice, termites or bedbugs	Rats and other vermin can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.

**50-1-5 PROHIBITED CONDUCT.**

a. It shall be unlawful for any person or business entity to rent, let or grant possession to another, for occupancy or any other purpose, any residential rental property without a current and valid Village-issued Health Safety Inspection Certificate of Compliance. A valid Village-issued Health Safety Inspection Certificate of Compliance shall be required for all residential rental property subsequent to May 1, 2019.

b. It shall be unlawful for any person or business entity to purchase any part of, or obtain fee simple interest in, any residential rental property without obtaining a Village-issued Health Safety Inspection Certificate of Compliance. It shall be the responsibility of the purchaser of any interest in any residential rental property to have the residential rental property inspected by Village prior to renting, letting or granting possession of the residential rental property for occupancy or for any other use.

c. Until a Health Safety Inspection has been conducted on any residential rental property, it shall be unlawful for any person to occupy a residential rental property that does not have a current and valid Village-issued Health Safety Inspection Certificate of Compliance.

d. It is unlawful for any person to violate any provision of this Chapter, and any violation hereof shall be subject to the penalty provisions of 50-1-10.

**50-1-6 HEALTH SAFETY INSPECTION.**

a. Change in Tenancy. Not less than annually, and at each change in tenancy, a Health Safety Inspection Certificate of Compliance must be obtained by every owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property. A change of tenant(s) or owner(s) requires all residential rental property be brought into compliance with the Village Code and applicable law. If the residential rental structure or residential rental property is found to be in violation of the Code or applicable, the deficiencies must be corrected, and the property re-inspected and approved, prior to being rented, let or approved for possession and occupancy.

b. Change in Ownership. Prior to any change in ownership of any residential rental structure or residential rental property, the prospective buyer must contact the Health Safety Inspection Officer to request a Health Safety Inspection. A change of ownership requires all residential rental property be brought into compliance with Village Code and applicable law. If the residential rental structure or residential rental property is found to be in violation of the Code or applicable law, the deficiencies must be corrected, and the property re-inspected and approved prior to being rented, let or approved for possession and occupancy.

c. Before any residential rental property can be prior to being rented, let or approved for possession and occupancy, the owner, or the agent or representative of the owner, must submit the required application for a Health Safety Inspection and prepay an inspection fee of \$100.00 for each rental unit.

d. Before any residential rental property, or any interest therein, can be sold, conveyed or transferred, the prospective buyer must contact the Health Safety Inspection Officer to request a Health Safety Inspection, must submit the required application for a Health Safety Inspection and prepay an inspection fee of \$100.00 for each rental unit.

e. The inspection fee of \$100.00 allows for the initial inspection and one (1) follow-up inspection for each residential rental property unit that has failed the initial inspection. All inspections thereafter shall require the pre-payment of an inspection fee of \$100.00.

f. The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall make an appointment at the Village Hall or with the Health Safety Inspection Officer for an inspection of the residential rental property to determine compliance with the this Chapter, the Village Code and applicable law.

g. When the residential rental property inspection process is completed, the Health Safety Inspection Officer will, in writing, notify the owner and/or landlord, or the agent or representative of the owner and/or landlord of the results of the inspection.

1. If the Health Safety Inspection Officer determines that the residential rental property that is the subject of the inspection complies with this Chapter, the Village Code and applicable law, a Health Safety Inspection Certificate of Compliance will be issued by the Village Clerk.

2. If the residential rental property is not in compliance with Village Code, it will not be approved for a Health Safety Inspection Certificate of Compliance, and the owner and/or landlord, or the agent or representative of the owner and/or landlord, will receive a violation notice describing the violation(s) and the correction(s) to be made.

h. A Health Safety Inspection Certificate of Compliance will remain valid as to a residential rental property until the sooner of any of the following occurs:

1. The date that is one (1) year from the date of the last Certificate of Compliance;

2. Village revokes or suspends the Health Safety Inspection Certificate of Compliance due to a violation of this Chapter, the Village Code or applicable law related to the residential rental structure or residential rental property at issue;

3. A change in tenancy at the residential rental property;

4. A change in ownership of the residential rental property; or

5. The residential rental property is damaged or destroyed to the extent that it is no longer habitable.

i. At each change in ownership of residential rental property, a new Health Safety Inspection Certificate of Compliance must be obtained, and Health Safety Inspection Certificates of Compliance may not be transferred from the current owner to the prospective new owner.

j. A Health Safety Inspection Certificate of Compliance may not be transferred from one residential rental property to another.

k. Village may issue a temporary Health Safety Inspection Certificate of Compliance when, in the opinion of the Health Safety Inspection Officer, none of the violations observed threaten life-safety or health and owner and/or landlord has provided to the Health Safety Inspection Officer a written plan detailing the actions that owner and/or landlord, or the agent or representative of the owner and/or landlord shall take to remedy any compliance written shortfalls identified by the Health Safety Inspection Officer, which written plan shall also provide a timeline by which such remediation, or portions thereof, shall be complete; provided that such timeline shall not exceed sixty (60) days. Temporary Health Safety Inspection Certificate of Compliance shall automatically expire not later than sixty (60) days after issuance. No extensions or renewals of a temporary Health Safety Inspection Certificate of Compliance shall be allowed. Where a temporary Health Safety Inspection Certificate of Compliance has been issued, there will be no additional charge to the owner and/or landlord, or the agent or representative of the owner and/or landlord, for one (1) follow-up inspection of the residential rental property unless at such follow-up inspection uncorrected or additional violations are discovered. It shall be the responsibility of the owner and/or landlord, or the agent or representative of the owner and/or landlord to prove the follow-up inspection is part of the temporary Health Safety Inspection Certificate of Compliance and may be performed at no additional charge to the owner and/or landlord. Should a temporary Health Safety Inspection Certificate of Compliance expire before the shortfalls identified in writing by the Health Safety Inspection Officer have been remedied, the owner and/or landlord must re-apply for a Health Safety Inspection Certificate of Compliance or a temporary Health Safety Inspection Certificate of Compliance.

l. In the event an owner and/or landlord, or the agent or representative of the owner and/or landlord, or the tenant/occupant of a residential rental property refuses to allow the Health Safety Inspection Officer to inspect a residential rental property, schedule a time to inspect the residential rental property, or otherwise fails to comply with this Chapter, the Village Code and applicable law, Village reserves all remedies to secure compliance, including, without limitation, seeking a warrant or suspending or revoking the Health Safety Inspection Certificate of Compliance of an owner and/or landlord, or the agent or representative of the owner and/or landlord, and the right to suspend utility service to such residential rental property.

m. The Health Safety Inspection Officer shall complete as many re-inspections as are necessary to ensure that appropriate corrective action has been taken to bring the residential rental structure or residential rental property into compliance with this Chapter, the Village Code and applicable law.

n. Village reserves the right to refuse to continue to perform Health Safety Inspections for any owner and/or landlord, or the agent or representative of the owner and/or landlord of residential rental property in Village, and deny a Health Safety Inspection Certificate of Compliance, if the owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property has not paid for previous Health Safety Inspections on any property owned in Village.



**50-1-7 APPEALS.** Any person receiving a violation notice pursuant to this Chapter, any person denied a Health Safety Inspection Certificate of Compliance, or any person whose Health Safety Inspection Certificate of Compliance has been suspended or revoked, shall have the right to appeal to the Village Board as follows:

a. Such appeal shall be in writing and filed with the Village Board not later than fourteen (14) calendar days after the date of the Health Safety Inspection Officer's action. The appeal shall contain a complete statement of the reasons for the appeal, the specific facts supporting the appeal, and all evidence the appellant intends to rely on to support the appeal.

b. If no appeal is filed within fourteen (14) calendar days of the date of the Health Safety Inspection Officer's action, and pursuant to the requirements of this Chapter, the right to an appeal is waived.

c. In the event of a timely appeal, the Village President shall schedule a meeting to consider the appeal within thirty (30) days of receipt of the appeal. The Village Board may consider all facts, evidence, and testimony presented by the appellant and the Health Safety Inspection Officer and/or Village, and all other information determined to be relevant to the appeal.

d. The Village Board shall send written notice of its decision on the appeal to the owner within thirty (30) days of hearing the appeal.

e. Any appeal from a final written decision of the Village Board shall be appealable to the circuit courts of the State of Illinois.

f. Any residential rental property which is the subject of an appeal may not be let for occupancy, sold and/or transferred while any appeal is pending.

**50-1-9 OTHER INSPECTIONS.** Nothing in this section shall restrict, limit, or alter Village's authority to inspect any property or impose penalties for violations of the Village Code or applicable law.

**50-1-10 PENALTY.** Any failure to comply with the requirements of this Chapter may result in a citation for a Village ordinance violation and a notice to appear in court being issued, and the Village shall be entitled to issue and recover a fine of not less than \$250.00 and not more than \$500.00 per day. The Village shall also be entitled to recover its reasonable attorneys' fees, costs and expenses as incurred in any action or effort to enforce any provision of this Chapter.