

# VILLAGE OF WOODRIDGE

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** An Ordinance Amending the Village Code of the Village of Woodridge - Title 3, Chapter 9 - Licensing of Multi-Family Dwellings

**AGENDA DATE:**  
07/26/2012

**ITEM REVIEW:**

  
Tom Good, Village Attorney

  
7/16/2012 Michael Mays, Director Community Development 7/13/2012

**ITEM HISTORY:**

Since 1993, Woodridge has had a residential rental licensing program that requires the owners of three or more multi-family units in any building to obtain an annual license and have 20% of the units inspected each year.

**ITEM DISCUSSION:**

The passage of this ordinance would expand the Village's current residential rental licensing program to include all residential rentals. Rental units will be separated into two groups. Group one would include all multi-family units currently in the program and owners of three or more multi-family rental units within the community. Group one would be required to obtain an annual license and attend a crime free housing class. Group two would include all single-family rentals as well as owners who only own and rent one or two multi-family units within the village. Group two would only be required to attend a crime free housing class.

**ACTION PROPOSED:**

Approval of the Ordinance

**ORDINANCE NO.**

**2012-42**

**An Ordinance Amending the Village Code of the Village of Woodridge - Title 3, Chapter 9 -  
Licensing of Multi-Family Dwellings**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WOODRIDGE, DU PAGE, WILL AND COOK COUNTIES, ILLINOIS**, a home rule municipality in the exercise of its home rule powers, as follows:

**SECTION ONE:** That Title 3, Chapter 9 of the Village Code of the Village of Woodridge entitled, "Licensing of Multi-Family Dwellings", is hereby deleted in its entirety and in lieu thereof, the following new Chapter 9 shall be substituted:

“

**CHAPTER 9**

**RESIDENTIAL RENTAL ORDINANCE**

**ARTICLE A. MULTIPLE FAMILY DWELLINGS**

**3-9A-1: DEFINITIONS:**

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

**ABANDONED VEHICLE:** All motor vehicles or other vehicles in a state of disrepair which renders the vehicle incapable of being driven in its condition; or any motor vehicle or other vehicle that has not been moved or used for seven (7) consecutive days or more and is apparently deserted.

**MULTIPLE-FAMILY BUILDING:** A dwelling that is designed and built as a group of individual dwelling units, in which units may or may not touch by virtue of common or party walls and floors and ceilings, and which contains THREE or more dwelling units per building. Each building that is separated from another building by virtue of a firewall or fire separation assembly, and has its own address, shall be considered a separate building. When a condominium association, homeowners' association or other legal entity has the charge, care or control of any common area which serves, in whole or in part, one or more Multiple-Family Dwelling units not owned by such condominium association, homeowners' association or other legal entity, then in that event such common area shall be deemed to be a Multiple-Family Dwelling for purposes of this Chapter.

**COMMON AREAS (EXTERIOR):** The private roads and streets and private sidewalks adjacent thereto, landscaping, detention ponds, utility facilities, trash enclosures, playground equipment, swimming pools, tennis courts, basketball courts or any other recreational facilities, trail areas, parking areas, private drives, detached garages, lighting fixtures, signage, mailboxes, street benches, entrance monuments, perimeter fencing and such other improvements or structures from time to time or at any time located or constructed on a common area. Such common areas may serve, in whole or in part, one or more Multiple-family dwellings.

**COMMON AREAS (INTERIOR):** Any portion or part thereof of a Multiple-family dwelling having communal areas (laundry, furnace, storage rooms, hallways, stairways, meeting rooms) and all other areas located within a dwelling, outside of a dwelling unit. Interior common areas shall also include stoops, entrance doors, roofs, attics, balconies, lighting fixtures, signage, railings, patios, storage areas, garages, exterior building surfaces, gutters and downspouts and any other areas of a Multiple-family dwelling or building to which the owner is directly responsible for the proper maintenance thereof.

**DWELLING UNIT:** Any rooms or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

**FOOT-CANDLE:** The quantity of light reaching a surface. It is equal of the number of lumens divided by the square footage of the surface the lumens are covering, i.e., one lumen covering one square foot equals one foot-candle.

**LUMEN:** The quantity of light emitted by a light source.

**MANAGING AGENT:** Any person or firm, acting for another, with authority to rent, manage and/or make expenditures.

**MULTIPLE-FAMILY DWELLING:** A Dwelling Unit in a Multiple-Family Building

**OPERATOR:** Any person who has charge, care, control or management of a Multiple-Family Dwelling or Building, or part thereof, in which Dwelling Units or rooming units are let.

**OWNER:** Any person who alone, jointly or severally with others has legal title to any Multiple-Family Dwelling, or Dwelling Unit, with or without accompanying actual possession thereof; or who has charge, care or control of any Multiple-Family Dwelling or Dwelling Unit, as Owner, or other person; or is an executor, administrator, trustee or guardian of the estate of the Owner; is a mortgagee in possession, or is a senior officer or a trustee of the association of unit owners of a condominium or homeowners' association. Any person thus representing the actual Owner shall be bound to comply with the provisions of this CHAPTER and the rules and regulations pursuant thereto, to the same extent as if he were the Owner. Owner shall also mean any condominium association, homeowners' association or other legal entity having the charge, care or control of any common area which serves in whole or in part one or more Multiple-Family Dwellings.

**PERSON:** Any individual, firm, association, partnership, corporation, trust or any other legal entity.

**SINGLE FAMILY RENTAL DWELLING:** A single-family home or townhouse that is not owner occupied and is subject to a rental lease.

TENANT: Any occupant of a Multiple-Family Dwelling and / or a Single Family Rental Dwelling as designated by the rental lease.

### **3-9A-2: LICENSE REQUIRED:**

No person shall operate three or more Multiple-Family Dwellings within the Village without having first obtained a license therefore. Licenses shall be issued by the village clerk in accordance with the provisions of this Chapter. When any common area satisfies the definition of a Multiple-Family Building as set forth in section 3-9A-1 then such event shall require the Managing Agent and/or Owner of such area to obtain a license therefore.

Any license in effect prior to the effective date of this Chapter shall be valid thru its expiration date.

### **3-9A-3: LICENSE APPLICATION:**

No such license shall be issued except upon written application filed with the village clerk. A complete application for a license shall be filed not less than thirty (30) days prior to the issuance thereof. Said application shall be signed by the legal title holder to the Multiple-Family Dwelling. Any person seeking to renew a license issued pursuant to this Chapter shall file a completed application not less than thirty (30) days prior to the expiration of the currently valid license. Application forms may be obtained from the village clerk and shall contain such information as the village clerk may, from time to time, require, including, but not limited to:

- A. Name, address, birth date, work and home telephone numbers of each owner of the Multiple-Family Dwelling. When the Owner is a land trust, the application shall include the name and address of each person(s) holding a beneficial interest and/or power of direction therein.
- B. Name, address, birth date, work and home telephone numbers of any person appointed as Managing Agent of the Multiple-Family Dwelling. If the Managing Agent is other than a natural person, the above information shall also be provided for that employee of the Managing Agent specifically assigned to the Multiple-Family Dwelling.
- C. A copy of the written management agreement between the Owner and the Managing Agent shall be attached to the application. If no written agreement exists, the Owner and Managing Agent shall attach an executed statement setting forth the terms of the Managing Agent's authority to rent, manage, and make expenditures with respect to the Multiple-Family Dwelling.

- D. Name, address, work and home telephone numbers of the janitor(s) or engineer(s) in charge of the maintenance of the Multiple-Family Dwelling and its heating, cooling, plumbing and electrical systems. Attached to the application shall be a statement of the janitor's or engineer's authority to maintain and repair the Multiple-Family Dwelling and its systems, including emergency repairs.
  
- E. Name, address, birth date, work and home telephone numbers of any person(s) (other than those listed pursuant to subsections A, B and D of this section), if any, having authority to make any decision with respect to the management and/or maintenance of the Multiple-Family Dwelling. Attached to the application shall be a statement of such person's authority to manage, lease and/or maintain the Multiple-Family Dwelling
  
- F. The name, address and telephone number of each company that services the fire alarm systems and/or elevator(s).
  
- G. A copy of a plan evidencing what improvements, renovation(s) and/or replacements are budgeted for the license year.
  
- H. An agreement to pay all enforcement costs provided for by section 3-9A-18 of this Chapter.
  
- I. A copy of the most recent test results required under subsection 3-9A-12D of this Chapter.

### **3-9A-4: LICENSE TERM:**

Each license granted hereunder shall be an annual license, the term of which shall commence on January 1 of a given year and shall terminate on December 31 of the same year.

### **3-9A-5: LICENSE FEES:**

- A. Each application for a license shall be accompanied by a license fee. The license fee shall be determined by the following schedule.

<u>Number Of Units Owned</u>	<u>License Fee</u>
"1 - 100"	\$34 per unit
"101 - 200"	\$22 per unit
"201 – or more"	\$17 per unit
Common area only	\$250.00

- B. If a completed license application is not submitted together with the required license fee prior to January 1 in any given year, the license fee shall be increased by twenty percent (20%); and further, the base license fee shall be increased by an additional twenty percent (20%) on the first day of each subsequent month, until such time as a complete license application and the required license fee is paid.
- C. If the ownership of a building changes during the license year, the license fee for the new Owner shall be determined on a prorated basis. No refund of any license fee paid shall be made.
- D. Notwithstanding any provisions contained hereinabove to the contrary, the Owner of a Multiple-Family Building containing more than one hundred (100) dwelling units may elect to pay the license fee in two (2) installments. The first installment shall be in the amount of fifty percent (50%) of the applicable license fee and shall be paid at the time of application for a license hereunder. The balance of the applicable license fee shall be paid on or before July 1 of the license year. In the event the balance of the applicable license fee is not paid on or before July 1 of the license year, the license shall be deemed to have terminated on July 2 of the license year, without further action by the village.
- E. Notwithstanding any provision contained hereunder to the contrary, no license shall be renewed until such time as all costs provided for by section 3-9A-18 of this Chapter have been paid.

**3-9A-6: CRIME-FREE HOUSING SEMINAR:**

- A. Every Managing Agent and/or Owner holding a Multiple-Family rental license and all persons administering, managing, or controlling the operation of any rental dwelling unit must attend a four (4) hour Crime-Free Housing Seminar, administered by the Woodridge Police Department. Each such person need only attend a Seminar once. In the event a Village of Woodridge Crime-Free Housing Seminar is not available, such persons may attend a Crime-Free Housing Seminar provided by another municipality, if pre-approved by the building commissioner.
  
- B. All persons set forth in section 3-9A-6A above shall comply with this section within two (2) years after the effective date of this chapter.

**3-9A-7: INSPECTIONS:**

- A. Compliance Required: Every Multiple-Family Building shall be owned, operated and maintained in full compliance with all applicable ordinances, codes and regulations of the village.
  - 1. The first license applied for with respect to any Multiple-Family Dwelling under this Chapter shall not be issued to any Owner for any Multiple-Family Dwelling, in the event, at the time of application:
    - a. An existing inspection report identifies any code violation which has not been corrected, and the time for correction of said violation as noted in such inspection report has expired; or
    - b. Litigation is pending with respect to code violations at such Multiple-Family Dwelling.
  - 2. Thereafter, the village shall conduct an annual inspection of every Multiple-Family Building during the license year to determine if said Multiple-Family Building is in full compliance with all applicable ordinances, codes and regulations of the village.
  
- B. Scope Of Inspections: Any inspections conducted pursuant to this section shall include the interior and exterior common areas. The inspection shall include the interior of the dwelling units according to the following schedule:
  - 1. In buildings containing up to and including eight (8) dwelling units, a minimum of two (2) dwelling units in each building;
  - 2. In buildings containing from nine (9) to and including eighteen (18) dwelling units, a minimum of four (4) dwelling units in each building;
  - 3. In buildings containing more than eighteen (18) dwelling units, a minimum of twenty percent (20%) of the dwelling units in each building.

4. Owners who own three or more units within the Village boundaries, a minimum of one unit or twenty percent (20%), whichever is greater, of the total number dwelling units owned.

C. Common Areas Classified As Multiple-Family Dwellings:

1. Where any common area is defined by this Chapter as a Multiple-Family Dwelling, no Multiple-Family Dwelling served in whole or in part by such common area shall be deemed to be in compliance with this Chapter unless and until such common area is in full compliance with this Chapter.
2. Where any Multiple-Family Dwelling is served in whole or in part by any common area defined by this Chapter as a Multiple-Family Dwelling, no such common area shall be deemed to be in compliance with this Chapter unless and until all Multiple-Family Dwellings served in whole or in part by such common area are in full compliance with this Chapter.

**3-9A-8: LICENSE LOCATION:**

A license issued pursuant to this Chapter shall only be valid with respect to all specific Multiple-Family Dwelling units owned and listed on the license application.

**3-9A-9: LICENSE UPDATED UPON SALE:**

Upon the sale or transfer of any Multiple-Family Dwelling unit, said unit shall be deemed stricken from any license issued pursuant to this Chapter. Such license shall remain valid for remaining units set forth on said license. This is not applicable upon any court controlled transfer.

**3-9A-10: CLOSING, CANCELLING, CERTAIN TRANSFERS:**

- A. TRANSFER WITH RESPECT TO CERTAIN PARTIES: Whenever there is a change in the Managing Agent, Owner, or other responsible party of a Multiple-Family Dwelling unit, the Owners shall provide written notice to the community development department within (7) days of such a change and file an updated Multiple-Family license application, no fee will be due for filing the change.

- B. CLOSING, CANCELLING OF LICENSE: If at any time a Multiple-Family Dwelling or Multiple-Family Building is no longer a rental unit, written notice shall be provided within (7) days of disposal of legal control to the Village.

### **3-9A-11: INSPECTION UPON SALE:**

- A. Inspection Report Required: No Multiple-Family Dwelling shall be sold unless the seller furnishes the buyer with a presale inspection report dated no more than one hundred twenty (120) days prior to the date of closing and dated no later than the day of the closing on the sale of said Multiple-Family Dwelling. Said report shall be based on a village community development department, or its designated agent, inspection of all Dwelling Units and all interior and exterior common areas. The report shall state that the Multiple-Family Dwelling complies with all applicable ordinances, codes and regulations of the village or, in the alternative, list with specificity the manner in which the Multiple-Family Dwelling does not comply with all applicable ordinances, codes and regulations.
- B. Any Managing Agent and/or Owner who owns a minimum of three (3) dwelling units and any one (1) of these units is sold, the Managing Agent and/or Owner must have an inspection upon sale of said dwelling.
- C. Request For Inspection; Fee: The request for a presale inspection must be made, in writing, not less than thirty (30) days prior to the scheduled date of the closing.
  - 1. The presale inspection fee shall be based on the number of inspector hours required to make said inspections and prepare the required report. The fee shall be fifty dollars (\$50.00) per hour per inspector. In the event a presale inspection report is requested and the annual inspection required by this Chapter has not yet been performed for the current license year, the license fee paid for the current license year shall be credited towards the presale inspection fee. The presale inspection fee shall be paid at the time of delivery of the presale inspection report.
  - 2. If a Multiple-Family Dwelling unit is inspected as part of a scheduled pre-sale inspection, said unit will not have to be re-inspected again within two months of the pre-sale inspection.
  - 3. No presale inspections are required on a court controlled transfer.
- D. Violation: An inspection made pursuant to this section satisfies the annual inspection requirement of section [3-9A-7](#) of this Chapter. A sale for purposes of this section includes contract sales, exchanges, conversions to condominiums and transfers of possession or

control of any Multiple-Family Dwelling. Any person participating in such a sale in violation of this section, either as seller or buyer, in connection therewith, shall be deemed in violation of this section and be subject to the penalties as provided for in this code. Any contract executed in violation of this section shall be voidable by the buyer. Notwithstanding the foregoing, any buyer shall be responsible for complying with each and every provision of this Chapter.

### **3-9A-12: ADDITIONAL REQUIREMENTS:**

In addition to all other requirements set forth in this code, the following additional requirements shall be applicable to Multiple-Family Dwellings:

- A. No owner or other person shall occupy or allow another person to occupy any dwelling or dwelling unit unless it is clean, safe, sanitary, fit for human occupancy and complies with all applicable ordinances, codes and regulations of the village.
  
- B. Every Owner shall maintain in a safe, clean and sanitary condition, the interior and exterior common areas.
  
- C. The Owner of any Multiple-Family Dwelling shall be responsible for the removal of any and all abandoned vehicles located on the premises of said Multiple-Family Dwelling. Such removal shall be accomplished within seven (7) days. If any abandoned vehicle poses a hazard to human safety it shall be removed immediately. Such removals shall be accomplished as otherwise provided by law.
  
- D. The Owner shall be responsible for the maintenance and annual testing of fire alarm and emergency lighting systems. Systems shall be tested by an approved service company and a written report provided. Owner shall retain all test results.
  
- E. No Owner shall permit the maximum occupancy of any Dwelling Unit to be exceeded. The maximum occupancy of any Dwelling Unit shall be based on the following:

<u>Number Of Bedrooms</u>	<u>Maximum Number Of Persons In Household</u>

0	1
1	2
2	4
3	6
4	8
5	10
6	12

F. Every owner shall provide illumination for Multiple-Family Dwellings, as follows:

1. Entrances to dwellings containing more than one Dwelling Unit shall be illuminated during the period from sunset to sunrise with at least the equivalent of a one hundred (100) watt bulb. Such bulb shall be covered and protected by a clear polycarbonate cover or cover of equal breaking resistant material.
2. Open parking lots and access thereto providing more than ten (10) parking spaces shall be provided with a maintained minimum of four-tenths (0.4) horizontal foot-candle of light on the parking surface from dusk until dawn.
3. Parking and other nonenclosed areas under or within dwellings containing more than one Dwelling Unit at grade shall be provided a maintained minimum of four-tenths (0.4) horizontal foot-candle of light on the parking or walking surface from dusk until dawn.
4. Sidewalks and walkways leading from parking lots to dwelling or from dwelling to dwelling shall be provided with a maintained minimum of four-tenths (0.4) horizontal foot-candle of light on the walking surface from dusk until dawn.

Notwithstanding any provision contained herein to the contrary, the building official shall have final approval of all illumination and may alter the regulations contained herein, including the times in which the illumination is to be provided, so as to lessen the impact on surrounding properties.

G. In the event that the Owner of a Multiple-Family Dwelling resides outside the corporate limits of the village, the Owner shall appoint a Managing Agent that:

1. Has an office at the Multiple-Family Dwelling with regular business hours;
  2. Lives at the Multiple-Family Dwelling and has regular business hours there at; or
  3. Has an office within the corporate limits of the village with regular business hours.  
A Managing Agent shall be authorized to receive notices and process on behalf of the Owner.
- H. Every Owner, or Managing Agent, if one is required or otherwise appointed, shall have in its possession and immediately available for inspection or use by the village:
1. Keys to all common area locks at the Multiple-Family Dwelling.
  2. Copies of all current leases and their respective applications.
  3. Copies of all lease applications for the past year.
- I. If any clubhouse or recreation building or facility at a Multiple-Family Dwelling is to be rented with or without consideration by thirty five (35) people or more, the owner shall be responsible for making sure a written application for such rental is completed stating the applicant's name, address, date of birth, home and work telephone numbers, reason for rental, if alcohol will be served or sold and the date, beginning time and ending time of rental. The Owner is also responsible for making sure that proper security is provided as approved by the chief of police or his designated representative. If alcohol is to be present, the Owner shall be responsible for compliance with all applicable codes and ordinances of the village relating to alcoholic liquor.
- J. From and after the effective date of this Chapter, no Dwelling Unit shall be rented without the Owner having first obtained a written application containing or having attached thereto the following information:
1. Name, address, birth date, social security number, driver's license number, work and home telephone numbers of each applicant.
  2. A copy of each applicant's driver's license and work ID (if any) shall be attached to the application.
  3. A list of the current and all residences during the previous three (3) years, including addresses, name of landlord and reason for leaving.
  4. Name, address, birth date, social security number, driver's license number, work and home telephone numbers of all other persons who will be residing in the Dwelling Unit.
  5. Name, address and telephone number of nearest relative or friends (at least 2) for emergency contact purposes.

6. The make, model, color, year and current license plate numbers of all cars, boats and trailers, campers, motorcycles, etc., owned or used by the persons who will reside in the Dwelling Unit.

7. A certification as to the correctness of the information being provided

### **3-9A-13: INSPECTIONS; VIOLATIONS; SUSPENSION AND REVOCATION OF LICENSE:**

- A. Whenever, upon inspection of the licensed Multiple-Family Dwelling, it is determined that conditions or practices exist which are in violation of the provisions of this CHAPTER or any applicable ordinance, code or regulation of the village, the village shall serve the Owner 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 Owner shall be cited and its license may be suspended. Notice pursuant to this section may be sent by U.S. certified mail, regular mail, e-mail, or hand delivered to the party designated in the application to receive notices and process.
- B. At the end of the time allowed for correction of any violation cited, the Multiple-Family Dwelling shall be reinspected by the village. If it is determined that the conditions have not been corrected, or they are not in the process of being corrected to the satisfaction of the director of community development, the village may issue an order suspending the license. Tenant caused violations will not be considered grounds for suspension of license as long as licensee cooperates in gaining compliance.
- C. Any person whose license to operate a Multiple-Family Dwelling has been suspended shall be given the opportunity to be heard by the village clerk in connection with the violations. Said person must submit his or her request to be heard in writing and the written request must explain in detail, the violations cited, why they have not been corrected, and a compliance time frame for completion. However, if no written request for hearing reaches the village clerk within twenty one (21) days following the issuance of the order of suspension, the license shall be revoked. The village, as a result of such hearing, may grant additional time or may revoke the license. Prior to revocation any person whose license has been suspended may request a reinspection upon a showing that the violation or violations cited in the notice have been corrected.
- D. If, upon reinspection, it is determined by the village that the violations cited in the notice have been corrected, the license shall be reinstated by the village clerk. A request for reinspection

must be filed within the twenty one (21) day time period for requesting a hearing, unless the official responsible for sending the violation notice so requests.

- E. If the licensee is found guilty by a court of a violation of any provision of this Chapter or any applicable ordinance, code or regulation in connection with the licensed Multiple-Family Dwelling, 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 as defined in the village code in Section 8-1A-13, the village may immediately revoke the license.
  
- G. Each day a Multiple-Family Dwelling continues to operate after a license has been revoked shall constitute a separate violation of this Chapter.
  
- H. The first and second reinspection provided for in subsection B of this section shall be without charge to the Owner. Thereafter, each additional reinspection shall be at a cost of fifty dollars (\$50.00) per hour per inspector, based on the number of inspector hours required to make said inspections and prepare the required report. The minimum charge for any reinspection shall be fifty dollars (\$50.00).

### **3-9A-14: TENANT RESPONSIBILITY:**

No Tenant shall commit vandalism in the dwelling 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 Chapter or any applicable ordinance, code or regulation of the village in the dwelling unit leased by the Tenant.

### **3-9A-15: NOTICE FOR INSPECTION; SEARCH WARRANTS:**

- A. Each owner, by operating under a license issued pursuant to this Chapter, and each tenant by occupying a multi-family dwelling subject to a license under this chapter is subject to inspections by the village entering any and all portions of the Multiple-Family Dwelling subject to Owner's license, or tenants lease for purposes of making the inspections required and/or permitted pursuant to this Chapter, including the inspection of individual Dwelling Units.

- B. The village will schedule inspections with the Managing Agent and/or Owner of the multi-family dwelling. The owner is responsible for notifying all lessees with a minimum of forty eight (48) hours notice. Owner and/or lessee shall provide access to such portions of the Multiple-Family Dwelling, including Dwelling Units, which are otherwise inaccessible to village inspections. During any inspection of an inaccessible portion of the Multiple-Family Dwelling, Owner shall designate a representative to accompany the village inspector(s) during such inspection.
  
- C. In the event that an Owner or lessee objects to any such inspection, the village shall apply for an administrative search warrant to conduct such inspection.

### **3-9A-16: OWNER LIABILITY FOR ACTS AND OMISSIONS:**

Every act or omission of whatsoever nature constituting a violation of any provision of this Chapter by any officer, director, manager, trustee, employer, agent or Managing Agent of any Owner shall be deemed to be the act of such Owner and such Owner shall be punishable in the same manner as if such act or omission had been done or omitted by Owner personally.

### **3-9A-17: NONRENEWAL OF LICENSE:**

A license issued pursuant to this Chapter shall not be renewed unless the applicant is otherwise in conformance with the provisions of this Chapter, including the correction of existing code violations in accordance with the provisions of this Chapter and all other provisions of this code.

### **3-9A-18: ENFORCEMENT COSTS:**

- A. If any court of competent jurisdiction finds that any licensee has violated any provision(s) of this code, such court shall award to the village all of the village's costs related to the enforcement of this code, including, but not limited to, court costs, attorney fees, building inspector costs and administrative costs.
  
- B. In the event any court fails or refuses to award the village all of its costs as provided for hereinabove, such unpaid costs shall constitute an additional license fee which shall be due and payable prior to the renewal of any license for the Multiple-Family Dwelling in question. Such additional license fee shall be in addition to the license fee otherwise required by the

provisions of section 3-9A-5 of this Chapter. No license shall be renewed until such time as all costs provided for by this section have been paid.

### **3-9A-19: PENALTY:**

In addition to any and all penalties provided for in this Chapter, any person found to have violated any provision of this Chapter shall be subject to the general penalty provided for inspection 1-4-1 of this code.

## **CHAPTER 9**

### **RESIDENTIAL RENTAL ORDINANCE**

#### **ARTICLE B. DWELLING UNIT, SINGLE FAMILY DWELLING**

### **3-9B-1: APPLICABILITY OF CHAPTER:**

The provisions of Chapter 9 are applicable to Dwelling Units and Single Family Rental Dwellings in accordance with the provisions set forth in this ARTICLE B only as hereinafter set forth.

### **3-9B-2: GENERAL REQUIREMENTS:**

- A. Any person administering, managing, or controlling a Dwelling Unit or a Single Family Rental Dwelling shall comply with and attend the Crime Free Housing Seminar once as otherwise provided for in 3-9A-6.

- B. Any person who rents a Dwelling Unit or a Single Family Rental Dwelling shall provide their legal full name, street address, and home and work telephone number for each and every person who owns or operates any property in the village. Post office boxes will not be allowed.

### **3-9B-3: LICENSE REQUIRED: THREE OR MORE PROPERTY VIOLATIONS:**

- A. No Managing Agent and/or Owner of a Dwelling Unit or Single Family Rental Dwelling shall be required to obtain a license therefor pursuant to the provisions of this Chapter except and unless (3) three or more property violations occur within a calendar year with respect to the rental unit. In such event such person, Managing Agent, or Owner of a Dwelling Unit or Single Family Rental Dwelling must comply with all provisions of this Chapter including Article A within (1) one month following notification from the Village.

### **3-9B-4: PENALTY:**

In addition to any and all penalties provided for in this Chapter, any person found to have violated any provision of this Chapter shall be subject to the general penalty provided for in section [1-4-1](#) of this code.

### **3-9B-5: EFFECTIVE DATE OF ARTICLE:**

Article B. shall be applicable to Dwelling Units and Single Family Rental Dwellings on January 1, 2013. “

**SECTION TWO:** That all ordinances and resolution, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION THREE:** That this Ordinance shall be in full force and effect sixty (60) days from and after its passage, approval and publication as provided by law.

**PASSED** this 26th day of July, 2012.

**RESULT: ADOPTED [4 TO 2]**

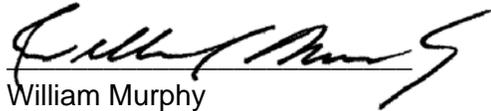
**MOVER:** Joseph Kagann, Trustee

**SECONDER:** Gina Cunningham-Picek, Trustee

**AYES:** Anne Banks, Pamela Beavers, Gina Cunningham-Picek, Joseph Kagann

**NAYS:** Gregory Abbott, David Pittinger

**APPROVED** this 26th day of July, 2012.



William Murphy  
Mayor

**ATTEST:**



Village Clerk

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, this 26th day of July, 2012.



Eileene Nystrom  
Village Clerk