

Chapter 5

COMMUNITY RULES / LEASE AGREEMENTS / ADDENDUM FOR CRIME FREE HOUSING / SECTION 8 INFORMATION

LEASES

Property managers should routinely have their leases reviewed by their attorneys to insure that they remain current and accurate. As federal and state laws change and court decisions are issued, some aspects of your current “standard” leases may become outdated. This could then affect your options should a lease violation or other incident occur which would possibly have you considering an eviction of the tenant. You may wish to review the following points with your attorney or management company and if needed consider revising or adding to your current lease or lease addendum.

A. Subleasing

Subleasing should not be permitted without authorization of management and then only upon completion of the applicant screening process. The person(s) who wish to sublease an apartment should receive the same approval as a standard tenant.

B. Unit Occupancy

Only those people noted on the lease may occupy the rental unit. Community rules governing residents should specify the length a guest may visit or stay and under what circumstances (length or number of guests) that management permission should be obtained. Any violation of this could constitute a lease violation allowing you to serve notice to terminate the lease agreement if the situation is not resolved. This is done to prevent your tenants from allowing others to “move-in” to your community without your knowledge. You may even wish to take a “family picture” (Polaroid type) of those people noted on the lease and authorized to occupy the unit. You can also explain the photo will be kept in the rental file for such instances as issuing a spare key in the event the tenant is locked out. The management can then insure that entry is not granted to unauthorized people for the security of the residents and their property.

C. Drugs and/or Criminal Activity

All prospective tenants, before leasing, should have a clear understanding that **drug or criminal activity related to the unit, it’s occupants, or guests will not be tolerated.** This should be addressed in the community rules and even more importantly in a signed Crime Free or Drug Free Lease Addendum.

D. Nuisance Complaints

Reducing the opportunity for criminal activity is not the only goal of this program. Nuisance situations often cause disruptions to the quality of life within a multi-family housing community. Residents should not unduly or repeatedly disturb their neighbors. Again as part of the lease, an addendum, or in the community rules, you should clearly spell out what constitutes a violation. A certain number or type of nuisance complaints within a

certain period of time (clearly specified) would constitute a lease violation and thus be grounds to serve a 10-day notice of termination. Additionally tenants should understand that they would be held responsible for their own conduct, the conduct of their children and of their guests while on or near the property. You may also suggest to your tenants that they should contact the police for assistance should dangerous or illegal activities occur that is out of their control.

The Illinois Supreme Court has ruled that property owners/managers may ban non-tenants from their property. Refer to the appendix of this workbook for additional information about the City of Aurora Trespass Agreement and how you can register your property for enforcement with the Aurora Police Department.

E. Inspecting the Rental Unit

Prior to move-in and prior to move-out you and your tenant should jointly inspect the unit for damage. A sample check list is included in the “Renters Handbook” from Prairie State Legal Services.

Additionally you should consider including an inspection clause in your lease. Such an annual inspection should be done mid-way through the annual lease. Inspecting twice a year would provide you the opportunity to check the unit four months and then eight months into the lease. The purpose of such an inspection should include changing furnace filters and smoke detector batteries as well as a brief visual inspection of plumbing and other infrastructure. The purpose is NOT to be invasive or disturb your tenant’s privacy. However, by inspecting you may also discover damage or other problems *prior* to the tenant moving (or skipping) out and prior to a call from the police.

An inspection policy could also help you find a good resident. Do you think a gang member or Meth lab operator will want to rent from you if they know you plan on inspecting the unit?

When placing an inspection clause into your lease, provide a specific time-frame for “notice of entry”. By stating you will provide a five-day or seven-day notice prior to inspection, you can avoid an argument of what is a “reasonable” notice. If the tenant fails to provide you access, issue a 10-day notice for lease violation. If they continue to refuse access, you must decide if you will “turn the other cheek” and wonder what they are doing with *YOUR* property or will you decide to initiate the eviction process. You should ask your self, “Why won’t they let me in”?

You may wish to consider a clause indicating that if the tenant causes housing, building, zoning or other local municipal code violations, which will constitute a lease violation. This then provides you the ability to initiate the eviction process if you feel that will be in your best interest to resolve the problem.

MAKING RULES

Property owners or managers may choose to develop a booklet that lists guidelines for expected behavior, restrictions on excessive noise or nuisance violations, and other matters that are unique to your property and facilities. If your rental unit is part of a condo association you should provide the tenant with a copy of the association rules and Aurora Crime Free Multi-Housing Program

regulations and inform them of potential consequences for violating the rules. These items should be explained and the applicant may be asked to sign an addendum (or have it clearly noted in the rental agreement itself) indicating that community rules will be followed.

If such groundwork is prepared, then rules violations could constitute a lease violation and serve as grounds to issue a 10-day notice of lease termination. As with all such matters, you should obtain legal assistance in reviewing and developing any such written materials prior to implementing them. Lastly, you should routinely review all materials and make necessary revisions to keep your paperwork “up to date”.

ILLINOIS CONDOMINIUM ACT

The Illinois Compiled Statutes has a section specifically related to condo associations. The act specifies how a condo board shall be operated and the act enumerates and bestows many powers upon the board. If you own a condo, it would be in your best interest to not only research the Illinois Condo Act, but attend some board meetings and read the “routine” mail from the board or property manager so you won’t be surprised by a new rule or regulation that you could have addressed at a board meeting. A brief overview of the act is provided in the form of “The 100 Most Commonly Asked Questions About Illinois Condominium Associations.....With Answers” is provided as a supplement at the end of this book.

SECTION 8 – SUBSIDIZED HOUSING

One of the most misunderstood and confusing aspects of rental housing is the Federal Subsidized – Section 8 Program. Unfortunately, the name “Section 8” has come to be associated with criminal activity. There are many wonderful hard working people that require subsidized housing. You can turn down a Section 8 applicant like any other applicant if they don’t meet your screening criteria. You are allowed and encouraged to screen all applicants (including those on Section 8). Recipients of Section 8 vouchers have been screened by HUD for financial status only, not necessarily worthiness as a “good” tenant. Crime Free Multi-Housing is not anti-minority, anti-low income, or anti-Section 8. The program is as simple as the name states, Crime Free. We ask you the rental property owner/manager to provide and foster as much of a crime free property as possible and we ask the rental resident to live a crime free life style. A supplement on Section Myths and Facts is located at the end of this book.

CRIME FREE LEASE ADDENDUM

If your current lease agreement does not contain sections pertaining to drug or criminal activity, you may wish to strongly consider using a Crime Free or Drug Free Lease Addendum. Such an addendum, when signed by the tenant, makes criminal or drug activity a LEASE VIOLATION in addition to a police matter. You can then terminate a lease based on drug and criminal activity. The following page has a sample lease addendum.