

20-0-99

AN ORDINANCE

**Amending Sections 5-3-4-1 and 5-3-6-1
of the Evanston City Code Pertaining to
Landlord and Tenant Regulations**

WHEREAS, the City of Evanston is an Illinois home rule municipality pursuant to Article VII, Section 6, of the Illinois Constitution 1970; and

WHEREAS, as an Illinois home rule municipality, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the rights of all citizens, the public health, safety, morals, and welfare; to license; to tax; and to incur debt;

WHEREAS, unlawfully selling, possessing, serving, storing, delivering, manufacturing, cultivating, giving away or using controlled substances in dwelling houses, shops, buildings and apartments are declared nuisances by the State of Illinois, pursuant to 740 ILCS 40/01 et seq.; and

WHEREAS, landlords may be enjoined from maintaining or permitting such nuisance and may be ordered to abate such nuisance, pursuant to 740 ILCS 40/3; and

WHEREAS, the Evanston Landlord/Tenant Ordinance does not provide landlords with a remedy against tenants who engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That Section 5-3-4-1 of the Evanston City Code, as amended, be
and is further amended to read as follows:

5-3-4: **TENANT OBLIGATIONS:**

5-3-4-1: **MAINTAIN DWELLING UNIT:**

The tenant shall:

- (A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;
- (B) Keep that part of the premises that he occupies and uses as safe as the condition of the premises permit;
- (C) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- (D) Keep all plumbing fixtures in the dwelling unit or used by the tenants as clean as their condition permits;
- (E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and
- (G) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
- (H) Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

SECTION 2: That Section 5-3-6-1 of the Evanston City Code, as amended be and is
further amended to read as follows:

5-3-6: LANDLORD REMEDIES:

5-3-6-1: NONCOMPLIANCE WITH RENTAL AGREEMENT AND SECTION 5-3-4-1; FAILURE TO PAY RENT:

- (A)(1) If there is a material noncompliance by the tenant with the rental agreement or with Sections 5-3-4-1 (A)-(G), the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice.
- (2) If there is noncompliance by the tenant with Section 5-3-4-1(H), the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.
- (B) If rent is unpaid when due, and the tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the landlord of his/her intention to terminate the rental agreement if the rent is not so paid, the landlord may terminate the rental agreement.
- (C) Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4-1. If the tenant's noncompliance is wilful, the landlord may recover reasonable attorney's fees.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced April 20, 1999

Adopted: May 10, 1999

Approved: May 11, 1999

Lorraine H. Norton
Mayor

ATTEST:

Mary J. Morris
City Clerk

Approved as to form:

[Signature]
Corporation Counsel