

LANDLORD'S FIVE DAY NOTICE

Date: _____
To: _____
Address: _____

You are hereby notified that there is now due the undersigned landlord the total sum of \$_____ as past due rent for the premises situation in the Village of Palatine, Cook County, State of Illinois, address and unit number as follows: _____, with all buildings, sheds, closets, garages, parking spaces, and common areas used in connection with said premises.

And you are further notified that payment of said sum so due has been and is hereby demanded of you, and the **unless payment thereof is made on or before five days from service of this notice, your lease of said premises will be terminated.**

_____ is hereby authorized to receive said rent due, for the undersigned.

Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial rent.

Dated this _____ day of _____, 20__

Landlord

By: _____
Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

___ I personally delivered a copy thereof to the within named tenant, _____

___ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

___ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

___ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)
_____)
_____ day of _____, 20__)
_____)
_____)

Signature and Seal of Notary Public

Signature of Person Serving Notice

LANDLORD'S TEN DAY NOTICE

Date: _____
To: _____
Address: _____

You are hereby notified that you have violated the terms of the lease for the premises situated in the Village of Palatine, Cook County, State of Illinois, address and unit number as follows:
_____. You have violated the lease by:

_____.

And you are further notified that your lease is **terminated** as of _____ (Date).

Demand is hereby made that you vacate the said premises and deliver up possession thereof to the undersigned at that time. No further demand shall be necessary before bringing legal proceedings to recover the premises.

Dated this _____ day of _____, 20__

Landlord

By: _____
Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

___ I personally delivered a copy thereof to the within named tenant, _____

___ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

___ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

___ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)
_____)
_____ day of _____, 20__)
_____)
_____)

Signature of Person Serving Notice

Signature and Seal of Notary Public

LANDLORD'S THIRTY DAY NOTICE

Date: _____
To: _____
Address: _____

You are hereby notified that your tenancy for the premises situated in the Village of Palatine, Cook County, State of Illinois, address and unit number as follows:

_____ shall be terminated as of _____ (Date).

Demand is hereby made that you vacate the said premises and deliver up possession thereof to the undersigned at that time. No further demand shall be necessary before bringing legal proceedings to recover the premises.

Dated this _____ day of _____, 20__

Landlord

By: _____
Agent or Attorney

STATE OF ILLINOIS)
COUNTY OF COOK)

PROOF OF SERVICE

_____ being duly sworn, on oath deposes and says that on _____ (date) he/she served this notice on the tenant named therein, as follows:

___ I personally delivered a copy thereof to the within named tenant, _____

___ I personally delivered a copy thereof to _____ a person above the age of thirteen years, residing on or in charge of the within described premises.

___ I mailed a true copy of the notice to tenant by certified or registered mail, with a returned receipt from the addressee.

___ I mailed a true copy of the notice to the within named tenant by first-class mail and posted a copy on the main door of the within described premises, there being no one in actual possession thereof.

Subscribed and sworn to before me this)

_____ day of _____, 20__)

Signature and Seal of Notary Public

Signature of Person Serving Notice



Get Informed
Free Legal Information (legal-encyclopedias/)

Do It Yourself
Shop at Nolo (products/)

Find a Lawyer
Nolo's Lawyer Directory (lawyers/)

LEASES/AGREEMENTS/ACCESS/REPAIRS/RENTAL - RIGHTS A TENANT'S RIGHTS TO ACCESS TO YOUR RENTAL UNIT

Entry by the Landlord to Rental Property

Legal limits to landlords entering your rental

Need Professional Help? Talk to a Lawyer
Enter Your Zip Code to Connect with a Serving Your Area
SEARCH



Your rental unit is your home and ought to be respected as such. Here's an overview of state rules regarding landlord entry and your rights to privacy.

State Rules on When and How Landlords May Enter Rental Property

About half the states have statutes (laws written by state legislators) specifying when and how landlords may legally enter rented property. (See [State Laws on Landlord's Access to Rental Property](#) for details.) In some states, your right to privacy may instead be the product of judge-made law and will be contained in court opinions issued by your state's appellate courts. And, in some states, you'll find that neither the legislators nor the judges have made law that protects the privacy rights of tenants. (In this event, your only hope is that your state constitution includes a broad right to privacy, which you can cite if you need to press the point with your landlord.)

If you find that your state lacks a privacy statute, you'll have to research the case law or get help from a lawyer or tenants' rights group to find out how much privacy protection you can expect. In many cases, the legal principle known as the "covenant of quiet enjoyment" will provide some protection. This archaic-sounding bit of legalese actually packs quite a punch: it's your right to be left in peace, free of your landlord's illegal intrusions. Especially in states that do not have specific access statutes, this age-old principle can come in handy if your landlord persists in unlawful entries that significantly interfere with your right to kick back, relax, and not worry about who's coming in the door unannounced. You may need to rely on it if the landlord refuses to back off.

Sample Privacy Clause for Your Lease or Rental Agreement

Keep in mind that you can bargain for privacy protection if your state has no statute. During lease negotiations, simply ask the landlord to include a reasonable clause covering reasons for entry, amount of notice, and time of entry. A sample is provided below.

Entry by the Landlord. Landlord or his agent will not enter Tenant's home except to deal with an emergency, to make necessary or agreed repairs; to supply necessary or agreed services; or to show the unit to potential purchasers, tenants, or repair persons. Unless there is an emergency, Landlord will give Tenant at least 24 hours' written notice of the date, time, and purpose of the intended entry and will schedule entries during normal business hours, Monday-Friday.

Most landlords will be hard-pressed to say no to such a reasonable clause. If the landlord balks, it's a sure sign that he won't be reasonable in other respects, too. Continue on in your housing search!

Allowable Reasons for Landlords to Enter Your Rental

Landlords can always enter your rental unit under certain situations:

- **When you give permission.** There's nothing wrong with agreeing to a landlord's request to inspect for needed repairs. Many landlords schedule once- or twice-yearly walk-throughs to check for necessary maintenance. (You may see a provision establishing this practice in your lease or rental agreement.) Actually, most tenants are delighted when the landlord is so conscientious! But more frequent visits are generally unnecessary (unless there is a need to address a persistent problem, such as an insect infestation). Don't let yourself be coerced into "agreeing" to excessive visits that become harassing. These are illegal.
- **Any time there is a genuine emergency.** Common sense is the name of the game here: a broken dishwasher hardly qualifies, yet windows left wide open in the face of a driving rainstorm would.
- **To make needed repairs or improvements.** Most states allow the landlord to enter to perform his maintenance duties. This includes entry with contractors or designers as well as repair people. Your landlord must still give proper notice and enter at reasonable hours, as explained below.
- **To show property to prospective tenants or purchasers.** If you've given notice or your lease is about to expire, you must accommodate your landlord's reasonable efforts to re-rent. The same is true when she attempts to sell the building or refinance. However, you are not obligated to hold endless open houses or accommodate showings with insufficient notice. Losing the use of your home every Saturday morning for an open house or being expected to clear out while potential buyers tramp through two or three times a week would be unreasonable in most people's estimation. You might be willing to put up with frequent showings if your landlord is willing to give you a substantial reduction in rent for your cooperation. Regardless of the frequency of the showings, never put up with a lock box. These are metal boxes affixed to the front door that hold a key to your home and can be opened by anyone knowing the code—typically, local real estate agents. It enables them to enter without notice and at any time, completely circumventing any state law on tenant privacy. Say "No," and if the owner or agent objects, write a letter to the real estate agent's main office with a copy to your state's real estate licensing board.
- **When the landlord believes you have abandoned the property.** If your landlord thinks you've skipped out without giving any notice or returning the key, he may legally enter. For example, if a neighbor reports seeing a moving van drive away and the utilities have been shut off, it's reasonable to conclude that you've left for good.

RELATED PRODUCTS [MORE >>](#)

- <http://www.nolo.com/products/landlord-net-lease-for-part-of-building>
Commercial Net Lease for Part of Building
(<http://www.nolo.com/products/commercial-net-lease-for-part-of-building-pr066.html>)
- <http://www.nolo.com/products/fixed-term-residential-lease>
Fixed-Term Residential Lease
(<http://www.nolo.com/products/fixed-term-residential-lease-pr019.html>)
- <http://www.nolo.com/products/landlord-tenant-checklist>
Landlord-Tenant Checklist
(<http://www.nolo.com/products/landlord-tenant-checklist-pr023.html>)
- <http://www.nolo.com/products/residential-rental-application>
Residential Rental Application
(<http://www.nolo.com/products/residential-rental-application-pr018.html>)

Related Ads

Some states allow landlords to enter when you have left for an extended period of time, in order to perform needed or preventive maintenance.

You're Right to Notice of Landlord Entry

Most state access laws require landlords to give you 24 hours' to two days' notice before entering your rental unit in nonemergency situations. A few states simply require landlords to provide "reasonable" notice. See [State Laws on Landlord's Access to Rental Property](#) for details in your state.

If your state requires your landlord to give you only "reasonable" notice, you'll want to know how this translates into hours and days. Twenty-four hours is about right. In some circumstances, less notice (say, ten or 15 hours) might be fine—for example, think twice about objecting if your landlord finds out Thursday evening that an electrician is available Friday morning to install the extra outlets that you requested. Except for an emergency, less than four hours' notice is not ordinarily considered reasonable.

Hours the Landlord May Enter

Most state access laws either do not specify what hours a landlord may enter your rental unit or simply allow entry at "reasonable times." Weekdays between 9 a.m. and 6 p.m. would seem to be reasonable times, and perhaps Saturdays between 10 a.m. and 1 p.m. Some states specify "normal business hours," which leaves it open as to whether Saturday would be a reasonable time.

Cooperating With Your Landlord's Requests for Entry

Common sense suggests that if your landlord does not have a history of invading your privacy, you're better off accommodating requests for entry, especially if the purpose is to make repairs that will benefit you. Objecting to legal entries without solid reasons may result in:

- **An eviction.** As long as your landlord complies with your state law as to reasons for entry and notice periods, your refusal to allow access can result in an eviction lawsuit.
- **A termination at the end of the month or a nonrenewal at the end of the lease.** If your landlord concludes you are too difficult to deal with, he may simply give you a 30-day notice or not renew the lease rather than put up with you.
- **A difficult working relationship.** Don't expect much help or understanding when you make repair requests or float an occasional plea to pay the rent late. Landlords have long memories.

This is not to say that you should surrender your rights to privacy out of craven fear. By no means should you. But don't be hard-nosed just for the principle involved.

See [How to Get Your Landlord to Back Off](#) ([Legal encyclopedia/free books/tenants-rights-book/chapter7.html](#)) for advice on dealing with an intrusive landlord who's invading your privacy.

by: [Marcia Stewart](#) ([How authors/marcia_stewart.html](#))

Get Informed
Empower yourself with our plain English information

- [Security Deposit Limits and Deadlines in Your State](#) (<http://www.nolo.com/legal-encyclopedia/security-deposit-limits-deadlines-your-state-36189.html>)

Do It Yourself
Handle routine tasks with our products

- [Break Your Lease Without Breaking the Law](#) (<http://www.nolo.com/products/break-your-lease-without-breaking-the-law-9746.html>)
- [Every Tenant's Legal Guide](#) (<http://www.nolo.com/products/evry-tenants-legal-guide-9746.html>)

Find a Lawyer
Connect with a local lawyer who meets your needs

The fastest, easiest way to find, choose, and connect to [landlord and tenant lawyers](#) ([consultation/request details?practice_area=Landlord+and+tenant](#))

Are you a legal expert interested in writing for Nolo? [Learn about writing opportunities](#) (<http://www.nolo.com/about-us/02z1>)

BBB ACCREDITED BUSINESS
Rating **A+**
(<http://www.bbb.org/greater-san-francisco-business-reviews/publications/book-nolo-presents-the-articles-on-99991>)

TRUSTe
(<http://clicktaverify.truste.com/pcr.php?page=validation&url=www.nolo.com&sealid=101>)

NOLO
(<http://www.nolo.com>)

COMPANY INFORMATION

About Nolo (<http://www.nolo.com/about.html>)
 Careers (<http://www.nolo.com/jobs.html>)
 Press Room (<http://www.nolo.com/press-room/>)
 Blog (<http://blog.nolo.com>)
 Contact Us (<http://www.nolo.com/contact-us.html>)
 Customer Service (<http://www.nolo.com/customer-support/>)
 Tech Support (<http://www.nolo.com/technical-support/>)
 Site Map (<http://www.nolo.com/sitemap.html>)

LAWYER DIRECTORY

Grow Your Practice (<http://member.nolo.com/02/>)
 Find a Lawyer (<http://www.nolo.com/lawyers/>)
 Lawyers by Location (<http://www.nolo.com/lawyers/location.html>)
 Lawyers by Legal Issue (<http://www.nolo.com/lawyers/topics.html>)
 Tips on Hiring Lawyers (<http://www.nolo.com/lawyers/tips.html>)

CONNECT WITH NOLO

FREE LEGAL INFORMATION

Articles & FAQs (<http://www.nolo.com/legal-encyclopedia/>)
 Calculators (<http://www.nolo.com/legal-calculators/>)
 Law Blogs (<http://www.nolo.com/law-blogs/>)
 Law Dictionary (<http://www.nolo.com/dictionary/>)
 Legal Research (<http://www.nolo.com/legal-research/>)
 Podcasts (<http://www.nolo.com/podcasts/podcasts.html>)

PRODUCTS & SERVICES

Books & Software (<http://www.nolo.com/products/>)
 New Arrivals (<http://www.nolo.com/promotion/new-arrivals.html>)
 Bestsellers (<http://www.nolo.com/promotion/bestsellers.html>)
 Legal Updates (<http://www.nolo.com/legal-updates/>)

SALES

Affiliates (<http://www.nolo.com/affiliates/>)
 Library (<http://www.nolo.com/library/>)
 Trade (<http://www.nolo.com/trade/resources.html>)



Landlord and Tenant Rights and Laws

There are many state laws and judicial decisions that give landlords and tenants specific legal rights and responsibilities. The purpose of this brochure is to give you general information on those rights and responsibilities. This brochure should not be used as the final source of information on landlord and tenant law. Consult your local municipality for ordinances regulating landlord and tenant rights. Also, this brochure does not pertain to you if you live in federally subsidized housing. Tenants living in subsidized housing have rights under federal law not covered in this brochure.

Tenant's Rights and Responsibilities

- You should demand a written lease to avoid future misunderstandings with your landlord.
- You must pay your rent on time.
- You must keep the rental unit clean and undamaged.
- You are responsible for any damages beyond normal wear and tear.
- You must pay the utility bill if the lease makes you responsible.
- You may not alter the rental unit without your landlord's approval.
- You must give written notice when you intend to move if you don't want to lose your security deposit. Normally, a 30-day notice is sufficient.
- The Illinois Retaliatory Eviction Act prohibits your landlord from evicting you for complaining to any governmental authority (housing inspector, human rights commission, etc.).

Landlord's Rights and Responsibilities

- Must keep the rental unit fit to live in.
- Must make all necessary repairs.
- Must keep the rental unit in compliance with state and local health and housing codes.
- May set the amount of rent and security deposit.
- May charge you a late fee for late rent. The late fee must be reasonable.
- May make reasonable rules and regulations.

Security Deposits

Your landlord can require you to pay a security deposit which may be used to cover unpaid rent, repair damages to the unit, and clean the unit after you move. The amount of the security deposit is normally equal to one month's rent, however, there is no legal limit on the amount your landlord can require.

Interest on Your Security Deposit

State law requires your landlord to pay you interest on your security deposit if it is held for at least six months and there are at least 25 units in your building or complex. Your landlord must pay you the interest or apply the interest as a credit to your rent every 12 months. You may sue your landlord for willfully failing to pay interest and recover an amount equal to your security deposit, court costs, and attorney's fees.

Return of Your Security Deposit

The Illinois Security Deposit Return Act requires your landlord to return your security deposit in full within 45 days of the date you moved, if:

- Your building or complex consists of 5 or more units.
- You do not owe any back rent.
- You have not damaged the rental unit.
- You cleaned the apartment before you moved.

If your landlord refuses to return all or any portion of your security deposit, he/she must give you an itemized statement of the damages along with paid receipts within 30 days of the date you moved. You can sue your landlord to recover your security deposit. If a court finds that your landlord violated the security deposit law, he/she could be liable for damages in an amount equal to two times your security deposit, court costs, and attorney's fees.

Rent Increases

In a week-to-week or month-to-month tenancy, the landlord can raise your rent by any amount if he/she gives you seven days notice for a week-to-week lease or 30 days notice for a month-to-month lease. Your landlord cannot raise your rent if you have a fixed-term lease. In other words, if you have a year lease, your landlord cannot raise your rent prior to the expiration of the lease.

Illinois does not have a rent control law. Therefore, your landlord can raise your rent as much as he/she deems necessary. However, you should contact your local units of government to see if your city or county has a rent control ordinance.

Terminating A Lease

Your landlord must notify you in writing that he/she intends to terminate the lease. If you are renting month-to-month, you are entitled to a 30-day written notice. Leases running year-to-year require a 60-day written notice. **YOUR LANDLORD DOES NOT HAVE TO GIVE YOU ANY REASON FOR TERMINATING THE LEASE.**

Illinois Rental Property Utility Service Act

If your landlord has failed to pay a utility bill for which he/she is legally responsible, you may pay the bill and deduct the payment from your rent.

Discrimination

A landlord may not refuse to rent or lease an apartment or house to potential tenants or have different rental terms on the grounds of race, color, religion, national origin, ancestry, sex and marital status, or disability. Under the Federal Fair Housing Act, it is illegal to discriminate against families with children when leasing a rental unit. Complaints about discrimination may be filed with the Illinois Department of Human Rights.

The Eviction Process

A landlord must file a lawsuit in order to evict you. Your landlord cannot make you move by turning off your utilities. Also, your landlord may not evict you by locking you out, changing the locks or removing your personal property from the rental unit. The eviction process is detailed below:

Your landlord must give you a written notice stating the reason for the eviction. If the reason is for nonpayment, your landlord must give you five days to pay the rent. If the eviction is for violating a provision in the lease, your landlord must give you a 10-day notice.

If you remain in the rental unit after the eviction notice, your landlord can file a lawsuit to evict you. The Illinois Forcible Entry and Detainer Act requires your landlord to serve you a summons and complaint. The summons will require you to appear in court.

Go to court on the scheduled day. Remember, you have the right to:

- Have legal representation at your cost
- Have a trial by jury
- Present evidence
- Call your own witnesses
- Ask questions

The burden of proof is on your landlord. The judge will make a decision. If you lose your case, the judge will order you to vacate the rental unit. However, the judge normally will give you some time to move. You have the right to appeal the decision. This must be done within 30 days after the trial. If you do not move out, your landlord may ask the Sheriff's office to physically evict you. Remember, only a sheriff can physically evict you. It is illegal for a landlord to evict you by locking you out.

Eviction Defenses

You can use the following defenses to stop an eviction:

- You paid the rent during the 5-day notice period.
- Your landlord retaliated against you for filing a complaint.
- You withheld rent because your landlord failed to pay the utility bills.

If You Need Further Help

If you have further questions about landlord and tenant law or a specific problem you may contact:

- Your attorney for legal advice.
- Legal aid services to determine if you are eligible for free legal services.
- The Illinois Lawyer Referral Service for the name and telephone number of a private attorney. The attorney will charge a moderate fee for an initial interview.
- The Illinois Department of Human Rights - Chicago: (312) 814-6200, TDD: (312) 263-1579 ; Springfield: (217) 785-5100, TDD: (217) 785-5125; Housing complaints: 1-800-662-3942

Please visit

www.IllinoisAttorneyGeneral.gov



Chicago
1-800-386-5438
TTY: 1-800-964-3013

Springfield
1-800-243-0618
TTY: 877-844-5461

Carbondale
1-800-243-0607
TTY: 877-675-9339

RENTAL APPLICATION
(Equal Housing Opportunity)

The undersigned hereby makes an application to rent the following property:

_____.

Anticipated move in date of _____ at a monthly rent of \$ _____ and security deposit of \$ _____.

PLEASE TELL US ABOUT YOURSELF

Full Name _____ Home Phone () _____

Date of Birth _____ Social Security # _____

Email Address: _____ (optional) Other Phone () _____

Co-Applicant Name _____

Names of Dependents _____

Co-Applicant Date of Birth _____

Social Security # _____

Dependents Date of Birth _____

List All Pets or (Pets may not be allowed) _____

Emergency Contact Information _____

PLEASE GIVE RESIDENTIAL HISTORY (LAST 3 YEARS)

Current Address _____ Apt# _____ City _____

State _____ Zip _____ Month/Year Moved In _____

Reasons for Leaving _____ Rent \$ _____

Owner/Agent _____ Phone () _____

Previous Address (last 3 years) _____ Rent \$ _____

Owner/Agent _____ Phone () _____

PLEASE DESCRIBE YOUR CREDIT HISTORY

Have you declared bankruptcy in the past seven (7) years? Yes _____ No _____
Have you ever been evicted from a rental residence? Yes _____ No _____
Have you had two or more late rental payments in the past year? Yes _____ No _____
Have you ever willfully or intentionally refused to pay rent when due? Yes _____ No _____

PLEASE PROVIDE YOUR EMPLOYMENT INFORMATION

Your Status: _____ Full Time _____ Part Time _____ Student _____ Unemployed

Employer _____

Dates employed _____ Employed as _____

Supervisor Name _____ Phone () _____

Salary \$ _____ per _____. (If employed by above less than 12 months, give name & phone of previous employer or school: _____.)

If you have other sources of income that you would like us to consider, please list income, source, and person (banker, employer, Section 8, etc.) who we may contact for confirmation. You do not have to reveal alimony, child support, or spouse's annual income unless you want us to consider it in this application.

Amount \$ _____ Source/Contact
Name _____

PLEASE LIST YOUR REFERENCES

Banking Accounts:

Name _____ Type of Account _____ Account Number _____

Name _____ Type of Account _____ Account Number _____

Personal Reference or Emergency Contact:

Name _____ Address _____

Phone _____ Relationship _____

Driver's License:

Your Driver's License Number _____ State _____

Vehicle Information:

Make / Model _____ Year _____ License Plate State _____

CRIMINAL HISTORY:

Have you ever been arrested for anything? Yes No

If you answered yes, what was your arrest for? _____

What was the outcome of your arrest? _____

What were the last 3 states you lived in? _____

ADDITIONAL INFORMATION:

Please give any additional information that might help owner/management evaluate this application?

Where may we reach you to discuss this application?

Day Phone # () _____ Night Phone # () _____

I hereby apply to lease the above described premises for the term and upon the set conditions above set forth and agree that the rental is to be payable the first day of each month in advance. As an inducement to the owner of the property and to the agent to accept this application. I warrant that all statements above set forth are true; however, should any statement made above be a misrepresentation or not a true statement of facts, This application will be denied and all of the deposit will be retained to offset the agent's cost, time, and effort in processing my application.

I hereby deposit \$ _____ as earnest money to be refunded to me if this application is not accepted in 3 business banking days. Upon acceptance, this deposit shall be retained as part of the security deposit. When so approved and accepted, I agree to execute a lease for _____ months before possession is given and to pay the balance of the security deposit prior to the move in date. If the application is not approved or accepted by the owner or agent, the deposit will be refunded, the application hereby waiving any claim for damages by reason of non-acceptance which the owner or agent may reject. I recognize that as a part of your procedure for processing my application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with others with whom I may be acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living.

The above information, to the best of my knowledge, is true and correct.

Please sign: X _____
Name of Applicant Date

Please sign: X _____
Co-Applicant Date

AUTHORIZATION

Release of Information

I authorize the use of my information on this application for an investigation of my criminal background, credit, tenant history, banking and employment for the purposes of renting a house, apartment, or condominium from this owner/manager.

Name (please print)

X _____
Signature

Date

APPLICANT: PLEASE DO NOT WRITE BELOW. (FOR OFFICE USE ONLY)

Deposit of \$ _____ Received by _____ Date _____

OFFICE NOTES:

Chapter 9

CHRONIC NUISANCE PROPERTY ABATEMENT

7-9-1: DEFINITIONS:

The following words, terms and phrases, when used in this chapter, shall have the meaning(s) ascribed to them in this section, except where the context clearly indicates a different meaning:

CHIEF OF POLICE: The chief of police of the village of Streamwood or his/her designee.

CHRONIC NUISANCE PROPERTY: Any property upon which three (3) or more nuisance activities within a twelve (12) month period have occurred as a result of any three (3) separate factual events that have been independently investigated and verified by any law enforcement agency or code enforcement department or three (3) or more citations of nuisance activity within a twelve (12) month period, which have been adjudicated and findings of liable or guilty have been entered either by the village administrative hearing officer or court of competent jurisdiction.

CONTROL: The ability to regulate, restrain, dominate, counteract, or govern conduct that occurs on that property either directly or by intervention of any governmental authority.

NUISANCE ACTIVITIES: Any of the following activities, behaviors, or conduct, as defined by federal or state or village of Streamwood ordinance:

- A. Disorderly conduct as defined in 720 Illinois Compiled Statutes 5/26-1 or section 4-3-2 of this code.
- B. Unlawful use of weapons as defined in 720 Illinois Compiled Statutes 5/24-1 et seq.
- C. Mob action as defined in 720 Illinois Compiled Statutes 5/25-1.
- D. Discharge of a firearm as defined in 720 Illinois Compiled Statutes 5/24-1.2 and 1.5 or subsection 4-4-6C of this code.
- E. Gambling as defined by 720 Illinois Compiled Statutes 5/28-1 or subsection 4-3-9C of this code.
- F. Possession, manufacture, or delivery of controlled substances as defined by 720 Illinois Compiled Statutes 5/40-1 et seq.
- G. Public indecency as defined by 720 Illinois Compiled Statutes 5/11-9.

- H. Assault or battery or any related offense as defined in 720 Illinois Compiled Statutes 5/12-1 et seq., or any violation of section 4-3-1 of this code.
- I. Sexual abuse or related offense as defined in 720 Illinois Compiled Statutes 5/12-15 et seq.
- J. Prostitution as defined in 720 Illinois Compiled Statutes 5/11-14 et seq.
- K. Criminal damage to property as defined in 720 Illinois Compiled Statutes 5/21-1 et seq.
- L. Possession, cultivation, manufacture, or delivery of cannabis as defined in 720 Illinois Compiled Statutes 550/1 et seq.
- M. Illegal consumption or possession of alcohol as defined in 235 Illinois Compiled Statutes 5/1 et seq., or section 4-5-5 of this code.
- N. Criminal housing management as defined in 720 Illinois Compiled Statutes 5/12-5.1.
- O. Structure unfit for human occupancy or unsafe structure as defined in the international building code or international property maintenance code as adopted by title 9 of this code.
- P. Unlawful structure as defined in the international building code or international property maintenance code as adopted by title 9 of this code.
- Q. Three (3) or more separate violations of the village's property maintenance code continuing after disposition or finding of guilty by the circuit court of Cook County, or finding of liable for such violations by the village administrative hearing officer at an administrative hearing, for those violations.
- R. Activity that constitutes a violation of a felony or class A misdemeanor pursuant to federal law or Illinois criminal code.

OWNER: Any person, partnership, land trust, or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to:

- A. A mortgagee in possession in whom is vested:
 - 1. All or part of the legal title to the property.

2. All or part of the beneficial ownership and the rights to the present use and enjoyment of the premises.

B. An occupant who can control what occurs on the property.

C. Any person acting as an agent of an owner as defined herein.

PERMIT: To suffer, allow, consent to, acquiesce by failure to prevent, or attempt to prevent, or expressly assent or agree to the doing of an act.

PERSON: Any natural person, association, partnership, corporation, or other entity capable of owning, occupying, or using property in the village.

PERSON IN CHARGE: Any person in actual or constructive possession of a property, including, but not limited to, an owner, property manager, occupant of the property in question under his or her ownership or control.

PROPERTY: Any real property, including its land and that which is affixed, incidental, or pertinent to land, including, but not limited to, any premises, room, house, building, or structure, or any separate part or portion thereof, whether or not occupied or leased for residential purposes whether under written or oral agreement, whether permitted or not.

VILLAGE CODE: The municipal code of ordinances of the village of Streamwood, including all codes adopted by specific reference. (Ord. 2009-24, 9-3-2009; amd. Ord. 2013-4, 3-7-2013)

7-9-2: VIOLATION:

A. Chronic nuisance property is hereby declared to be a public nuisance.

B. It shall be unlawful for any property within the village to become or remain a chronic nuisance property in violation of this chapter.

C. It shall be unlawful for any property owner or person(s) in charge or tenant in possession to:

1. Encourage, aid, abet or permit a property to become a chronic nuisance property; and

2. Allow a property to continue as a chronic nuisance property after receipt of notice to abate the nuisance activity.

D. Each day that a violation of this chapter continues shall be considered a separate and distinct offense. (Ord. 2009-24, 9-3-2009)

7-9-3: PROCEDURE:

When the chief of police of the village receives one or more police reports documenting the occurrence of a nuisance activity as herein defined, on or within a property, the chief of police shall independently review such reports to determine whether they describe nuisance activities. Upon such findings, the chief may:

- A. Notify the person(s) in charge in writing that the property is in danger of becoming a chronic nuisance property. The notice shall contain the following information:
1. The street address or legal description sufficient for identification of the property.
 2. A statement that the Streamwood police department has information that the property may be a chronic nuisance property, with a concise description of the nuisance activities that may exist or that have occurred.
 3. Service shall be provided by either personal delivery or by certified mail, postage prepaid, return receipt requested, addressed to the person(s) in charge or tenant in possession at the address of the property believed to be a chronic nuisance property, or such other place which is likely to give the owner, person(s) in charge or tenant in possession notice of the determination by the chief of police.
 4. A copy of the notice shall be served on the taxpayer of record at such address as shown on the tax rolls of the county and/or the occupant, at the address of the property, if these persons are different from the person in charge, and shall be made either personally or by first class mail, postage prepaid.
 5. The notice shall contain a statement that the chief of police has investigated and has cause to believe that the property constitutes a chronic nuisance or is in danger of becoming a chronic nuisance as defined by this chapter. (Ord. 2009-24, 9-3-2009)

7-9-4: PROCEDURE FOR ADDRESSING POTENTIAL NUISANCE PROPERTY:

- A. After independent review of any police reports, community development inspection reports or any other village data, and determination by the chief of police that the activity described therein as occurring upon the property meets the definition of nuisance activity on at least two (2) separate occasions within a twelve (12) month period, and that the owner or person(s) in control permitted the property to become a potential chronic nuisance property, the chief of police may require that the owner or person(s) in charge thereof or other designee meet with the chief of police to discuss the nuisance activity and steps the owner can take to mitigate or abate the

activity prior to a third verified incident of nuisance activity, in accordance with the following procedure:

1. The chief of police shall notify the owner, person(s) in charge, tenant or any local property manager, in the event the property is a rental residential property, in writing, that the property is a potential chronic nuisance property. Such notice shall be provided by either personal delivery or by certified mail, return receipt requested. The chief of police shall also send notice by personal service or certified mail, return receipt requested, to the tenant in possession in the event the property is a residential rental property, at the address of the property. The notice shall contain the following information:
 - a. The street address or a legal description sufficient for identification of the potential nuisance property.
 - b. A statement that the chief of police has information that the property constitutes a potential chronic nuisance property as defined by this chapter, with a concise description of the nuisance activity that may exist, or that has occurred that the chief of police believes may classify the property as a potential chronic nuisance property.
 - c. Demand that the owner or person(s) in charge or his or her or its property manager and tenant in the event the property is a residential rental property, or other designee respond and meet with the chief of police within twenty (20) days of receipt of the notice. Refusal of receipt of the notice by any party to whom notice is sent shall be deemed receipt of the notice for purposes of this chapter.
2. At the meeting between the chief of police and the parties notified, the chief of police may request that the owner, person in charge or his or her or its tenant and property manager in the case of residential rental property, implement a reasonable abatement plan designed to alleviate and prevent future occurrences of the nuisance activity upon the property. The mitigation or abatement plan shall be reasonable under the circumstances in its objective, cost and scope, and shall be implemented within sixty (60) days of the meeting with the chief of police or such longer period if not practically feasible to do so within sixty (60) days.

If the nuisance activity complained of has or is being conducted by a tenant residing in or on the property, the chief of police may request that the owner evict the tenant. If eviction is requested, the owner shall proceed with such an action in good faith. The village shall assist in the eviction action by reasonably cooperating with the owner, person(s) in charge or property maintenance company, including, but not limited to, providing law enforcement officers or other municipal employees as witnesses regarding the nuisance activity if relevant.

B. If, after complying with the procedures of subsection A2 of this section, within one year from the date of the first report of nuisance activity after the meeting, the chief of police receives a report documenting the occurrence of a subsequent instance of nuisance activity upon the property, the property may be declared a chronic nuisance property.

C. It shall be a violation of this chapter for:

1. The owner or person(s) in charge of the property, within sixty (60) days of the meeting or such other reasonable amount of time under the circumstances, to fail to cause the

implementation of a reasonable mitigation or abatement plan as requested by the chief of police, or

2. The owner or person(s) in charge to fail to respond and meet with the chief of police within the twenty (20) day period without good cause.

D. When any party affected by this section responds and meets with the chief of police as required above, no statements made in connection with the furnishing of that response or in a meeting shall constitute or be used as an admission that any nuisance activity has or is occurring. This subsection does not require the exclusion of any other evidence which is otherwise admissible and offered for any other purpose than an admission by a person affected by this section. (Ord. 2009-24, 9-3-2009)

7-9-5: ABATEMENT; ADMINISTRATIVE HEARING:

A. At any hearing before the village administrative hearing officer to determine whether the property in question is a chronic nuisance property, which hearing shall be conducted pursuant to provisions of title 1, chapter 17 of this code, the village shall have the initial burden of proof to show, by a preponderance of evidence, that the property in question is a chronic nuisance property.

B. The village's representative shall present evidence in support of its claim that the property is a chronic nuisance property. The property owner, person(s) in charge or the person in charge's local representative or an attorney on behalf of the responding party shall be permitted to rebut such evidence.

No continuances shall be authorized by the hearing officer in proceedings under this chapter unless for good cause shown or except where a continuance is absolutely necessary to protect the rights of the property owner, person(s) in charge, tenant in the event the property is a rental property or the village. Lack of preparedness shall not be grounds for a continuance.

At any time prior to the hearing date, the hearing officer may, at the request of either party, direct witnesses to appear and give testimony at the hearing. The formal rules of evidence will not apply at the hearing and hearsay evidence including police reports shall be admissible only if it is the type commonly relied upon by reasonable, prudent persons in the conduct of their affairs.

C. At the conclusion of the hearing, the hearing officer shall make a determination on the basis of the evidence presented at the hearing, whether or not a violation exists and whether or not the property is a chronic nuisance property. The determination shall be in writing and shall be designated as the findings, decisions, and order. The hearing officer's decision shall be final and binding, except that the provisions of the Illinois administrative review law shall apply with

respect to judicial review of the hearing officer's findings, decision and order. The findings, decision, and order shall include the hearing officer's findings of fact, a decision whether or not a violation exists, a determination as to whether the property in question is or is not a chronic nuisance property based upon the findings of fact, and sanctioning the person in charge/owner/tenant or occupant, as specified in subsection D of this section, or dismissing the case in the event a violation is not proved. A copy of the findings, decision, and order shall be served upon the person in charge, owner, or tenant or occupant, within fourteen (14) business days of the date of the hearing.

- D. If the hearing officer makes a finding that a property was, or is, a chronic nuisance property, the hearing officer may fine the person in charge and/or the owner, tenant or occupant of the property if those persons are different than the person in charge, an amount not to exceed seven hundred fifty dollars (\$750.00) for each violation of this section. Each day a nuisance activity occurs or continues shall be considered a separate and distinct violation for purposes of determining a property to be a chronic nuisance property. The hearing officer may, in his or her discretion, impose such a fine for each day the nuisance activity goes unabated. No person shall be found in violation of this section unless the village proves the violation by a preponderance of the evidence. (Ord. 2009-24, 9-3-2009)

7-9-6: ALTERNATIVE ENFORCEMENT:

- A. **Abatement Of Nuisance:** The village, as an alternative to administrative adjudication, may commence an action in the circuit court of Cook County third municipal district for a determination that the property is a chronic nuisance property and/or to abate a chronic nuisance property as described above.

Upon being satisfied by affidavits or other sworn evidence that an alleged chronic nuisance property exists, the court may, without notice or bond, enter a temporary restraining order or a preliminary injunction or permanent injunction to enjoin any defendant from maintaining such chronic nuisance property and may enter an order restraining any defendant from occupying, using or interfering with all property used in connection with the chronic nuisance property.

- B. **Commencement Of Action, Burden Of Proof:**

1. In an action seeking closure of a chronic nuisance property, the village shall have the initial burden of showing by a preponderance of the evidence that the property is a chronic nuisance property.
2. It is a defense to an action seeking the closure of a chronic nuisance property that the owner of the property or person(s) in charge, at the time in question, could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct of others in possession leading to the findings that the property is a chronic nuisance property.

3. In establishing the amount of any civil penalty requested, the court may consider any of the following factors if they are found appropriate, and shall cite those found applicable:
 - a. The actions or lack of action taken by the owner or person(s) in charge to mitigate or correct the nuisance activity at the property.
 - b. Whether the nuisance activity at the property was repeated or continuous.
 - c. The magnitude or gravity of the nuisance activity at the property.
 - d. The cooperation of the owner or person(s) in charge of the property with the village.
 - e. The cost to the village of investigating and correcting or attempting to correct the condition.

C. Remedy:

1. In the event a court determines a property to be a chronic nuisance property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than thirty (30) days, but not more than one hundred eighty (180) days or until the nuisance activity(ies) or violation(s) complained of is abated or the court may employ any other remedy deemed by it appropriate to abate the nuisance.
2. In addition to the remedy provided in subsection C1 of this section, the court may impose upon the owner, person(s) in charge and/or occupant(s) of the property in question a civil penalty in an amount not to exceed seven hundred fifty dollars (\$750.00) per day, payable to the village of Streamwood, for each day the owner, person(s) in charge and/or occupant(s) had actual knowledge that the property was a chronic nuisance property and permitted the property to remain a chronic nuisance property.
3. In determining what remedy or remedies to employ, the court may consider evidence of other conduct which has occurred on the property, including, but not limited to:
 - a. The disturbance of neighbors.
 - b. The occurrence of other nuisances on or from the property.
 - c. The property's general reputation and/or the reputation of persons in or frequenting the property.
4. The court may authorize the village to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the court. In the event that the village is authorized to secure the property, all costs reasonably incurred by the village to affect the closure shall be made and assessed as a lien against the property and debt to the village. As used herein, "costs" mean those costs actually incurred by the village for the physical securing of the property.
5. The village building department or code enforcement department employee affecting the closure shall prepare a statement of costs, and the village shall thereafter submit said statement to the court for its review. If no objection of the statement is made within the period described by the court, a lien in said amount may be recorded against said property.

6. Any person who is assessed the cost of closure and/or civil penalty by the court shall be personally liable for the payment thereof to the village. (Ord. 2009-24, 9-3-2009)

7-9-7: CHRONIC NUISANCE RENTAL RESIDENTIAL PROPERTY; LICENSE REVOCATION:

- A. In addition to or in lieu of any other penalty or penalties as herein provided, any rental residential property license issued pursuant to title 3, chapter 14 of this code may be revoked by order of the village administrative hearing officer for a period not to exceed one year from the date of the hearing officer's written order of revocation if, within a twenty four (24) month period, there have been two (2) final determinations that the rental residential property in question is a chronic nuisance property.
- B. No such revocation shall be ordered unless all of the owner(s) of record of the rental residential property have been given no less than seven (7) days' written notice of revocation hearing and an opportunity to appear and defend against the rental residential license revocation. Service of the notice of license revocation hearing shall be as provided in subsection 7-9-3A3 of this chapter.
1. The notice of revocation shall provide the date, time, and location of the hearing and shall further set forth the reasons for license revocation.
 2. The administrative hearing procedures set forth in this section shall apply to all license revocation hearings.
 3. The case for the village shall be presented by the chief of police or his or her designee.
 4. In determining whether or not to revoke a rental residential license, the hearing officer shall consider the nature of the nuisance activities giving rise to the two (2) or more determinations or findings of chronic nuisance property within the twenty four (24) month period as well as the proximity in time of the two (2) or more chronic nuisance property determinations. The hearing officer shall also consider those factors set forth in subsection 7-9-6B of this chapter.
 5. Any order of rental residential license revocation shall include a finding that two (2) or more final determinations of chronic nuisance property have been made or entered within a twenty four (24) month period and that it would be in the best interest of the village of Streamwood and its residents that the rental residential license for the property in question be revoked for a period as determined by the hearing officer.
 6. Any order of revocation shall further recite whether the rental residential license revocation is specific to the property in question or limited to the owner(s) of the property in question.
 7. In the event the rental residential property in question is a multi-unit rental residential property, any order of revocation may, in the discretion of the village administrative hearing officer, be limited in scope as to apply only to the individual rental unit or person(s) in charge

or occupants of that unit forming the basis for the order of revocation. (Ord. 2009-24, 9-3-2009)

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

Chapter 14

RENTAL RESIDENTIAL PROPERTY

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

3-14-1: GENERAL PROVISIONS:

The following general provisions shall apply in the interpretation and enforcement of this chapter:

- A. Purpose: It is hereby declared that the purpose of this chapter is to provide for the licensing and periodic inspection of rental residential property in order to protect, preserve and promote public health, safety and welfare as follows:
1. By protecting the public health, safety and welfare by ensuring rental residential property complies with the property maintenance code of the village.
 2. By preventing housing conditions from developing that adversely affect or are likely to adversely affect the health, safety and general welfare, including the physical, mental and social well being of persons occupying rental residential property within the village.
 3. By preventing the overcrowding of dwellings by ensuring compliance with minimum space standards per occupant for each dwelling unit as established by the village property maintenance code.
 4. By facilitating the enforcement of minimum standards for the maintenance of existing residential buildings which will help to prevent dilapidated structures.
 5. By seeking to preserve the value of land and buildings throughout the village.
- B. Inspection Rights And Penalties: This chapter shall not be construed to impede in any way the right of the village to inspect any property pursuant to any other provisions of this code, nor to seek penalties for violations of other provisions of this code. (Ord. 2000-9, 3-16-2000)

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

3-14-2: DEFINITIONS:

CODE OFFICIAL: The community development director or his designee.

MULTIPLE-FAMILY RENTAL RESIDENTIAL PROPERTY: Rental residential property containing two (2) or more dwelling units.

PREMISES: A lot, plot or parcel of land, including the interior and exterior of any structures thereon.

PROPERTY AGENT: A person, operator, firm, partnership, corporation, or other legal entity designated in writing by the property owner to the director of community development to be responsible for the compliance with property maintenance of a rental residential property, and to receive any notices or citations.

RENTAL RESIDENTIAL PROPERTY: Residential structures or dwelling units intended to be rented or leased, including single-family detached structures.

Words or phrases as used in this chapter and not herein defined shall be defined as provided by the adopted international property maintenance code, and international building code, as amended. (Ord. 2000-9, 3-16-2000; amd. Ord. 2002-23, 6-20-2002; Ord. 2006-12, 3-16-2006)

3-14-3: LICENSE REQUIRED:

- A. It shall be unlawful for any person, firm, partnership, association, corporation, or other legal entity to operate, maintain or offer to rent within the village any rental residential property, whether vacant or occupied, without first having obtained and maintained a current license or a temporary certificate, as provided in this chapter.
- B. It shall be unlawful for any person to occupy a rental residential property, or for any owner or property agent to allow anyone to occupy a rental residential property, which is not currently licensed or which is without a temporary certificate, as provided in this chapter.
- C. It shall be unlawful for any person, firm, partnership, corporation, or other legal entity to offer for rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a rental residential property, for which a license has been revoked or while such license is under suspension.
- D. This chapter shall not apply to the following structures:
 - 1. Single-family owner occupied structures;

2. Single-family residential structures or dwelling units which are vacant but which are not intended to be let for rent;
3. Townhouse and condominium owner occupied units;
4. Hotels, motels, and other structures which rent rooms to occupants if such occupancy is transient only;
5. Dwellings, buildings, structures and uses licensed and inspected by the state or federal government, including, but not limited to, nursing homes, retirement communities and rest homes; and
6. Dwellings, buildings and structures used or owned by other governmental agencies and public housing authorities and otherwise inspected by them for compliance. (Ord. 2000-9, 3-16-2000)

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

3-14-4: LICENSE APPLICATION AND REQUIREMENTS:

- A. Each applicant for a license to maintain a residential property for the purpose of renting it to others shall file a written application with the code official stating:
 1. The full legal name, address, and home and work telephone number of every owner;
 2. If the residential property is held in a trust, the name, address and phone number of the trustee and each beneficial interest holder;
 3. The address of the rental residential property;
 4. The number of dwelling units within the rental property;
 5. The names and phone numbers of each tenant;
 6. The name, address and phone number of any management company retained as property agent for the property;
 7. The name, address and twenty four (24) hour phone number or numbers of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed; and
 8. The square footage designated for living and sleeping purposes including individual room sizes as stipulated by the village's property maintenance code, as amended. (Ord. 2006-12, 3-16-2006)

- B. Each application for a new license or a renewal of an existing license shall be accompanied by a fee of one hundred fifty dollars (\$150.00) for each rental residential unit inspection, provided, however, for multi-family dwelling structures containing ten (10) or more dwelling units which are under single ownership, the inspection fee shall be one hundred fifty dollars (\$150.00) for the first unit inspected and fifty dollars (\$50.00) for each additional unit inspected within the structure. All such fees shall be payable at the village of Streamwood community development department. (Ord. 2011-29, 11-17-2011)

- C. All license fees shall be due and payable on or before December 1 of each calendar year. All licenses shall expire on December 31 of each calendar year. License fees that remain unpaid after December 31 shall be assessed a late payment fee of fifty dollars (\$50.00) in addition to the license fee. The late payment fee of fifty dollars (\$50.00) shall be increased by double every thirty (30) days that the license fee and late payment fees remain unpaid, up to a maximum of seven hundred fifty dollars (\$750.00). (Ord. 2009-26, 10-15-2009)

- D. No structural, mechanical, electrical or plumbing alterations or repairs, or any remodeling, shall be made to the units in a licensed property unless all zoning and building code requirements have been met.

- E. A copy of the record of tenant names required under subsection 3-14-9A of this chapter shall be filed with the license application.

- F. Whenever there is a change in the ownership or in the occupancy of a rental residential property or the owner's property agent, the owners shall within thirty (30) days of such changes, file an updated written notice with the code official indicating such changes.

- G. A license or a temporary certificate for a rental residential property cannot be transferred to another rental residential property, nor to a succeeding owner. (Ord. 2006-12, 3-16-2006)

3-14-5: INSPECTION REQUIREMENTS; TEMPORARY CERTIFICATE, LICENSE ISSUANCE OR DENIAL:

- A. An inspection shall be scheduled with the code official within thirty (30) days of the application for a new license or a renewal thereof for any rental residential properties.

- B. Upon receipt of a completed application for a license for any rental residential property including the payment of all required fees, and the scheduling of a required licensing inspection, the code

official shall issue a temporary certificate indicating that a license has been duly applied for, and that such license shall be issued or denied after the property has been inspected for compliance with applicable village codes. A temporary certificate shall authorize continued occupancy of the rental residential property pending the inspection, issuance or denial of the license. In no event shall a temporary certificate be valid for longer than one hundred twenty (120) days after issuance.

- C. Licensing inspections of single-family rental residential property shall include the interior and exterior of the premises and, in the case of multi-family rental residential property, shall include the interior of each unit and the building's common area.
- D. When a licensing inspection of a rental residential property reveals any violations of applicable codes, a compliance time frame will be set by the code official. In establishing a compliance time frame, the code official shall determine the reasonable maximum time necessary to correct the violations based upon the number and severity of the violations. The code official shall send notice to the property owner or the listed property agent and the named prospective current tenant(s) by regular U.S. mail at the last address provided on the most recent license application. Said notice shall include the following:
1. Description of the property sufficient for identification;
 2. A statement listing the violations of applicable codes;
 3. A statement of the date upon which the licensing reinspection will occur; and
 4. An explanation that, if upon completion of the licensing reinspection the requirements of applicable village codes have not been met, then a written denial of the license application revoking the temporary certificate will be issued.
- E. A licensing reinspection will be conducted at the end of the compliance time frame. Upon completion of the licensing reinspection of the rental residential property, a license shall be issued if the rental residential property meets the requirements of applicable village codes. If the code official finds that the requirements of applicable village codes have not been met, then a written denial of the license application revoking the temporary certificate and specifying the defect shall be transmitted by regular U.S. mail to the applicant.
- F. Rental residential property which is in total compliance at the time of the licensing inspection shall be issued a license to replace the temporary certificate. If said property remains in compliance and no violations occur within the period covered by the license and the tenants do not change during the license period, a one year extension of the license may be given, at no additional charge and with no additional inspections being required. If any violation occurs, then an additional inspection may be required.

- G. All additional inspections made necessary because of cited violations remaining uncorrected at the time of the initial license reinspection shall be subject to a fee of fifty dollars (\$50.00) per inspection/per inspector.
- H. Applications for license renewal shall be made in the same manner as for new applications except that such applications shall state thereon that it is for license renewal.
- I. As part of the rental housing inspection, all rental units shall be equipped with working smoke detectors as required by the code and a minimum of one carbon monoxide detector. The type of carbon monoxide detector as required by the code and approved by the code official as to location and type. (Ord. 2006-12, 3-16-2006)

3-14-6: ENFORCEMENT:

It shall be the duty of the department of community development to enforce the provisions of this chapter as authorized by this code and the international property maintenance code as adopted and amended from time to time by the village. (Ord. 2000-9, 3-16-2000)

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

3-14-7: VIOLATIONS:

The following shall constitute violations of this chapter:

- A. Failure of the owner or owners of record of the rental residential property to license such property with the village.
- B. Failure of the occupants of the rental residential property to vacate such property within sixty (60) days after receiving notice from the code official that such property is not properly licensed or that the license or temporary certificate has been revoked.
- C. Failure of the owner or owners of the residential rental property to vacate all tenants from said property within sixty (60) days after the license or temporary certificate has been revoked.

- D. Failure of the owner or owners of record of the rental residential property to maintain the structure, dwelling units and premises in compliance with applicable building, property maintenance and zoning ordinances.
- E. Any person other than one authorized by the code official who removes or defaces any notices which have been posted pursuant to this chapter shall be liable for penalties as provided by this chapter. (Ord. 2000-9, 3-16-2000)
- F. Failure or refusal by the owner(s) of record or person(s) in control of or in possession of the rental residential property to allow, permit, authorize or schedule a rental residential property inspection, as required by section 3-14-5 of this chapter. (Ord. 2013-11, 4-18-2013)

3-14-8: LICENSE; SUSPENSION AND REVOCATION:

- A. A license may be suspended by the code official when any violation of applicable village codes has been identified by the department of community development and the property owner has been properly notified of the violation and given a period of time in which to correct the violation, but has failed to do so. A license may also be suspended by the code official when any information provided in the license application is determined by the code official to be false.
- B. When an inspection of a licensed rental residential property reveals any violation of applicable codes, a compliance time frame will be set by the code official using the standard as set forth in subsection 3-14-5D of this chapter. The code official shall send notice to the property owner or the listed property agent by regular U.S. mail at the last address provided on the most recent license application. Said notice shall include the following:
 - 1. Description of the property sufficient for identification;
 - 2. A statement listing the violation(s) of applicable codes;
 - 3. A statement indicating the date upon which a reinspection will occur; and
 - 4. An explanation that if upon completion of the reinspection the requirements of applicable village codes have not been met, then the license for the rental residential property will be suspended.
- C. A reinspection will be conducted at the end of the compliance time frame. If the code official finds that the requirements of applicable village codes have not been met upon the completion of such reinspection, then the license for the rental residential property shall be suspended.

- D. When a license is suspended, the code official shall send notice to the property owner or the listed property agent and the tenant at the last address provided on the most recent license application. Said notice shall be sent by certified mail, return receipt requested. The notice shall include the following:
1. Description of the property sufficient for identification;
 2. A statement of the reasons for the suspension;
 3. An explanation of the property owners right to appeal the suspension to the village manager; and
 4. If the property owner changes his address or changes property management agents and fails to notify the department of community development, such notice shall be sufficient if sent by certified mail to the owner or his property agent's last address provided on the last license application.
- E. A property owner whose license has been suspended may request a reinspection prior to revocation. If upon reinspection, the department of community development finds that the licensed property, in connection with which the notice was issued, is now in compliance with this chapter, then the code official may reinstate the license. The request for a reinspection shall not stay the revocation of the license.
- F. Any person whose license has been suspended shall be entitled to appeal said suspension to the village manager by filing a written petition within twenty (20) days after the date of suspension. The code official shall transmit to the village manager copies of all records and notices upon which the suspension is based. A hearing shall be scheduled as soon as practical upon receipt of a timely petition. The village manager, in considering any such petition, may immediately revoke the license or continue the suspension to a definite compliance date. The penalty for noncompliance shall be revocation by the village manager and/or prosecution of violations in the circuit court of Cook County and any fines and penalties imposed by said court. The village manager may dismiss the charges and reinstate the license upon proof of compliance or lack of evidence of noncompliance.
- G. A license may be revoked by the village manager when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension. A license may be revoked by the code official when, in the opinion of the code official, emergency conditions exist in a rental residential property that require the immediate vacating of a structure as specified in the property maintenance code.
- H. A license which has been properly revoked as herein provided shall not be reinstated. The property owner may, however, obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license and payment of appropriate fee as set forth in this chapter.

- I. If a license is revoked without having the opportunity of a suspension hearing, the property owner has the right to appeal that revocation. Said appeal shall conform to subsection F of this section. Such an appeal shall not operate as a stay of revocation until such time as the village manager renders a decision on the appeal, unless the code official grants a request for a stay upon a showing of good cause by the property owner.
- J. Whenever a temporary certificate or license is revoked, the code official shall send notice to the property owner or the listed property agent at the last address provided on the most recent license application. Said notice shall be sent by certified mail, return receipt requested. The code official shall also notify all tenants of the rental residential property by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following:
1. *You are hereby notified that the temporary certificate or license for this structure has been revoked pursuant to [Title 3, Chapter 14](#) of the Streamwood Municipal Code.*
 2. *You must vacate this structure within sixty (60) days of the date of this notice, except if said revocation is pursuant to a declaration of emergency condition by the Code Official. If emergency conditions exist, the notice to tenants shall provide for the immediate vacation of the structure or dwelling unit.*
 3. *If you fail to vacate this structure, you will be in violation of [Title 3, Chapter 14](#) of the Streamwood Municipal Code and subject to a minimum fine of \$50.00 and a maximum fine of \$750.00 for each day you remain in the rental residential property in violation of this Chapter.*
- K. Whenever an owner or property agent of a rental property fails to obtain a proper license, the code official shall notify all tenants of the rental property by posting a notice on all entrances to the rental property indicating the following:
1. *You are hereby notified that the owner or agent of this rental structure has failed to license this rental property with the Village of Streamwood in violation of [Title 3, Chapter 14](#) of the Streamwood Municipal Code.*
 2. *You must vacate this structure within sixty (60) days of this notice.*
 3. *If you fail to vacate this structure, you will be subject to a minimum fine of \$50.00 and a maximum fine of \$750.00 for each day you remain in the rental residential property in violation of this Chapter.*
- (Ord. 2000-9, 3-16-2000)

3-14-9: OWNER RESPONSIBILITY:

- A. The owner of the rental residential property shall maintain a record for each property with the full legal names of every tenant in each dwelling unit.
- B. The owner or property agent of a rental residential property shall provide each tenant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed.
- C. The owner of a rental residential property shall inform each tenant, in writing, prior to occupancy, of the maximum number of persons, per dwelling unit, allowable by the village property maintenance code, as amended. This number shall be determined by the code official in accordance with this code. (Ord. 2000-9, 3-16-2000)

3-14-10: LEASES AND RENTAL AGREEMENTS:

- A. All rental agreements, leases and renewal agreements shall be in writing, signed by the tenant. (Ord. 2000-9, 3-16-2000)
- B. Each rental agreement, lease or renewal agreement shall contain the following provision:

The tenant(s) is hereby notified that, upon proper notice, the Village of Streamwood may conduct annual inspections with the consent of the tenant, solely for purposes of compliance with the Village of Streamwood Rental Residential Property Ordinance and other relevant provisions of the Village Code.

(Ord. 2006-12, 3-16-2006)
- C. Except as provided herein, this chapter is not intended to affect the rights and obligations of the parties to a lease or rental agreement for rental residential property. (Ord. 2000-9, 3-16-2000)

3-14-11: INSPECTION ACCESS:

If any owner, property agent, tenant, occupant or other person in control of rental residential property or a dwelling unit contained therein fails or refuses to consent to free access and entry to the property or dwelling unit under his control for any inspection pursuant to this chapter, and if the village has the probable cause necessary to obtain an administrative warrant, the code official or his designee may upon proper notice apply to the circuit court of Cook County for an administrative search warrant or other appropriate court order authorizing such inspection. (Ord. 2006-12, 3-16-2006)

3-14-12: PENALTY FOR VIOLATION:

Any person, firm or corporation violating any of the provisions of this chapter, in addition to other legal and equitable remedies available to the village shall upon conviction thereof be subject to a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each violation. Each day during which a violation of this chapter continues or is permitted to exist shall be considered a separate and distinct offense, provided, however, there shall exist an affirmative defense for an owner or property agent cited for a violation of section [3-14-11](#) of this chapter that the owner, occupant or other person in control or possession of the rental unit refuses to consent to the inspection. (Ord. 2006-12, 3-16-2006)

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

3-14-13: SEVERABILITY:

Any provision of this chapter found to be invalid for any reason shall not render invalid any of the remaining provisions of this chapter, which can be given effect without the invalid provision. (Ord. 2000-9, 3-16-2000)

This section has been affected by a recently passed ordinance, 2015-23 - CRIME FREE HOUSING . [Go to new ordinance.](#)

3-14-14: EFFECTIVE DATE:

The provisions of this chapter shall be in full force and effect from and after March 1, 2006. (Ord. 2006-12, 3-16-2006)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT / _____ DISTRICT

PRINT NAME OF PERSON OR PARTY SUING

Plaintiff(s)

v.

PRINT NAME OF PERSON OR PARTY BEING SUED

Defendant(s)

No. PRINT YOUR CASE NUMBER

ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), _____

PRINT NAME OF PERSON OR PARTY SUING

, and the issues thereof having been heard and

determined by PRINT COURT OR JURY and said PRINT COURT OR JURY having found that the
(court) (jury) (court) (jury)

Plaintiff(s) PRINT NAME OF PERSON OR PARTY SUING is/are entitled to the possession of the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

PRINT NAME OF PERSON OR PARTY BEING SUED

1. That the Plaintiff(s) have and recover of and from the Defendant(s), _____, the possession of the following described premises:

Name: PRINT NAME OF PERSON OR PARTY BEING SUED
Address: PRINT ADDRESS
Floor - Apt No. _____
City - State - Zip: PRINT CITY, STATE AND ZIP CODE

PRINT NAME OF PERSON OR PARTY BEING SUED

2. That the Plaintiff(s) have and recover of and from the Defendant(s), _____ the sum of PRINT JUDGMENT AMOUNT dollars and costs.

3. Enforcement of this judgment is stayed until PRINT MOVING DATE (date)

I hereby certify the above to be correct.

Dated: _____
(Seal of Clerk of Circuit Court)

This order is the command of the Circuit Court and violation thereof is subject to the penalty of law.

Clerk of the Circuit Court of Cook County, Illinois

Atty. No.: PRINT 'PRO SE-99500' IF NO ATTORNEY

Atty. Name: PRINT YOUR NAME

Atty. for Plaintiff (or) Pro Se Plaintiff:

IF NO ATTORNEY, LEAVE BLANK

Address: PRINT YOUR ADDRESS

City/State/Zip: PRINT YOUR CITY, STATE AND ZIP CODE

Telephone: PRINT YOUR COMPLETE TELEPHONE NUMBER

ENTERED:

Dated: _____

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ORIGINAL - FILE WITH CLERK'S OFFICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT/DISTRICT _____

PRINT NAME OF PERSON OR PARTY SUING

Plaintiff(s)

v.

PRINT NAME OF PERSON OR PARTY BEING SUED

Defendant(s)

No. CLERK WILL ASSIGN YOUR CASE NUMBER

CHECK BLACKBOARD FOR RETURN DATE

Return Date PRINT RETURN DATE

COMPLAINT

The Plaintiff(s) claim(s) as follows.

1. The Plaintiff(s) is/are entitled to possession of the following described premises:

PRINT THE COMPLETE ADDRESS OF
THE PERSON OR PARTY BEING SUED
INCLUDING CITY AND ZIP CODE

2. Defendant(s) unlawfully withhold possession of the premises from the Plaintiff(s) for the following reason:

- a. The Defendant(s) failed to pay rent.
- b. The Defendant(s) held over after the tenancy ended.
- c. The Defendant(s) breached the terms of the lease by _____
- d. _____

(Insert specific facts showing how Defendant is unlawfully withholding possession.)

(Strike "2a", "2b", "2c" or "2d" , as appropriate.)

3. The Plaintiff(s) claim(s) possession of the property.

PLEASE SIGN YOUR NAME

Attorney for Plaintiff(s) / Plaintiff Pro-Se

I/We PRINT NAME OF PERSON OR PARTY SUING, on oath state that I/we am/are the Plaintiff(s) in the above entitled action. The allegations in this Complaint are true.

Atty No.: PRINT "PRO SE-99500" IF NO ATTORNEY

Name: PRINT YOUR NAME

Attorney for: IF NO ATTORNEY, LEAVE BLANK

Address: PRINT YOUR ADDRESS

City/State/Zip: PRINT YOUR CITY, STATE AND ZIP CODE

Telephone: PRINT YOUR COMPLETE TELEPHONE NUMBER

PLEASE SIGN YOUR NAME

[x] Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the abovesigned certifies that the statements set forth herein are true and correct.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT/DISTRICT

<u>PRINT NAME OF PERSON OR PARTY SUING</u>	}	No. <u>CLERK WILL ASSIGN YOUR CASE NUMBER</u>
v.		Rent or Damage Claimed \$ <u>PRINT AMOUNT PLUS COURT COSTS</u>
<u>PRINT NAME OF PERSON OR PARTY BEING SUED</u>		Return Date <u>CHECK BLACKBOARD FOR RETURN DATE PRINT RETURN DATE</u>
Plaintiff(s)		
Defendant(s)		

COMPLAINT

The Plaintiff(s) claim as follows:

1. The Plaintiff(s) is/are entitled to the possession of the following described premises in the City or Village of:

PRINT THE COMPLETE ADDRESS OF
THE PERSON OR PARTY BEING SUED
INCLUDING CITY AND ZIP CODE

2. The Defendant(s) unlawfully withhold possession thereof from the Plaintiff(s) PRINT NAME OF PERSON OR PARTY SUING

3. There is due to Plaintiff(s) from the Defendant(s) for rent or for damages for withholding possession of said premises from PRINT FIRST DATE OF UNPAID RENT, to PRINT CURRENT DATE, after allowing the Defendant(s) all just credits, deductions and set-offs, the sum of \$ PRINT AMOUNT.

The Plaintiff(s) claim(s) possession of the property and \$ PRINT AMOUNT as rent or damages.

Atty. Code: PRINT 'PRO 8E-99600' IF NO ATTORNEY _____ Attorney for Plaintiff(s)

Name: PRINT YOUR NAME

Attorney for: IF NO ATTORNEY, LEAVE BLANK

Address: PRINT YOUR ADDRESS

City/State/Zip: PRINT YOUR CITY, STATE AND ZIP CODE

Telephone: PRINT YOUR COMPLETE TELEPHONE NUMBER

I/We, PRINT NAME OF PERSON OR PARTY SUING, on oath state that I/we am/are the Plaintiff(s) in the above entitled action. The allegations in this complaint are true.

PLEASE SIGN YOUR NAME

[x] Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the abovesigned certifies that the statements set forth herein are true and correct.

IMPORTANT INFORMATION FOR DEFENDANTS**THIS IS AN EVICTION SUMMONS**

On the date and at the time shown on the other side, the court will decide whether you will have to move or whether you can continue to stay. **YOU MUST BE ON TIME FOR COURT. HAVING TO GO TO WORK, BEING ILL, OR DOING SOMETHING ELSE DOES NOT MEAN YOU CAN MISS COURT.**

APPEARANCE FEES INCLUDE A COUNTY LAW LIBRARY FEE OF \$13.00, THE COURT AUTOMATION FEE OF \$15.00, A DOCUMENT STORAGE FEE OF \$15.00, THE COURT SERVICES FEE OF \$25.00, CHILDREN'S WAITING ROOM FEE OF \$10.00 AND THE MANDATORY ARBITRATION FEE OF \$10.00 WHERE APPLICABLE.

APPEARANCE FEES (BASED ON AMOUNT OF CLAIM)
(ALL CASES; NO DISPUTE RESOLUTION CHARGED)
FORCIBLE DETAINER (POSSESSION ONLY) \$168.00
\$1,500.00 OR LESS \$168.00
\$1,500.00 TO \$15,000.00 \$178.00
MORE THAN \$15,000.00 \$198.00

*THESE FEES MAY BE WAIVED BY APPROPRIATE COURT ORDER.
YOU HAVE THE RIGHT TO FILE A PETITION SEEKING SUCH AN ORDER.

JURY FEES ARE AS FOLLOWS:

CLAIMS FOR DAMAGES NOT IN EXCESS OF \$10,000.00
*SIX-PERSON \$12.50
*TWELVE-PERSON JURY \$25.00 or
\$12.50 if another party paid for a jury of six
CLAIMS FOR DAMAGES NOT IN EXCESS OF \$15,000.00
*SIX-PERSON \$115.00
*TWELVE-PERSON JURY \$230.00 or
\$115.00 if another party paid for a jury of six
CLAIMS FOR DAMAGES IN EXCESS OF \$15,000.00
*TWELVE-PERSON JURY \$230.00

IF YOU DON'T COME TO COURT

The court may order you to move within a short period of time. **IF YOU DON'T MOVE**, your landlord can have the SHERIFF move you and all of your belongings out. The sheriff will put your property outside and you will have to make arrangements to move it somewhere else.

YOU HAVE RIGHTS

1. You have the right to come to court and tell your side of the case.
2. You have a right to a trial by jury. A request for a jury trial must be in writing and filed with the Clerk of the Circuit Court prior to your hearing. You must request the jury trial immediately when your case is called, before your trial actually starts.
3. You may come to court and speak for yourself, or you may have a lawyer represent you. If you want a lawyer, you must get one right away. If you are unable to come to court for any reason, you should talk to a lawyer.
4. If you do not have a lawyer, and are not able to afford one, you may call one of the following Lawyer Referral Services and ask them to recommend a lawyer for you.
 - CARPLS (Cook County's Legal Aid Hotline), Telephone (312) 738-9200
 - Chicago Bar Association Lawyer Referral Service, 321 S. Plymouth Ct., Chicago, IL 60604, Telephone (312) 554-2001
 - Illinois Tenants Union Eviction Hotline, Telephone (773) 478-1133
 - Cook County Bar Association Lawyer Referral Service, 188 W. Randolph St., Suite 720, Chicago, IL 60601, Telephone (312) 630-1157
 - Other Lawyer Referral Services are listed in your telephone directory.
5. If you cannot afford a lawyer, you may call one of the following agencies that may be able to provide you with free legal help:
 - Cabrini-Green Legal Aid; 206 W. Division Chicago, IL 60610, Telephone (312) 266-1345 (Initial \$20 Fee)
 - Chicago Volunteer Legal Services, Telephone (312) 332-1624
 - Legal Assistance Foundation of Metropolitan Chicago; 111 W. Jackson Blvd., 3rd Floor; Chicago, IL 60604, Telephone (312) 341-1070 Fax (312) 341-1041
 - Law Offices of Kent College of Law Advice Desk, Room 602 Daley Center, Telephone (312) 603-3579
 - Lawyer's Committee for Better Housing, Inc.; 220 S. State, Suite 1700; Chicago, IL 60604, Telephone (312) 347-7600 Fax (312) 347-7604

Participating agencies of the Housing Advocacy Consortium: Cabrini-Green Legal Aid; CARPLS; Chicago Lawyer's Committee for Civil Rights; Lawyers' Committee for Better Housing, Inc.; Legal Assistance Foundation of Metropolitan Chicago; Metropolitan Tenants Organization and National Center on Poverty Law.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, _____ DISTRICT

Print Name or Person or Party Suing _____

Plaintiff(s)

v.

Print Name of Person or Party Being Sued _____

Defendant(s)

Case No. Please See Clerk for Case Number

Print Amount Plus
Court Cost

Rent Amount Claimed: \$ _____

* Trial Date: Print trial date Time: Print

Court Location: _____

SUMMONS FOR TRIAL

BEFORE YOU GO TO COURT, YOU MUST PAY YOUR APPEARANCE FEE.

You are hereby SUMMONED to Court, however, you must file your appearance and pay the required fee with the Clerk of the Circuit Court's Office at the court location on this form, on or before the date and before the time of the trial. IF YOU DO NOT FILE AN APPEARANCE and contest the claim, a JUDGMENT BY DEFAULT may be entered for the relief requested in the complaint, ordering that you be evicted. If judgment is entered against you, the SHERIFF may evict you. A money judgment may also be entered against you if requested in the complaint.

The Plaintiff(s), named above, has/have filed a complaint in this Court to have you evicted. A true and correct copy of the complaint is attached.

THEREFORE, you, the Defendant(s), after you have filed an appearance, are hereby summoned to appear in person before

Check Blackboard for Court Date Time and Room Number

this Court on* Print Court Date at Print Time (a.m.)(p.m.) in Courtroom Print Rm #

at _____, at which time and place a

TRIAL will be held on the complaint. (See top of this form if blanks not filled in).

*Not less than 7 days nor more than 14 days after issuance of summons.

SEE FEES ON THE REVERSE SIDE OF THIS FORM.

INSTRUCTIONS TO SHERIFF

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service and not less than seven (7) days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than seven (7) days before the trial date.

Atty. No.: Print "Pro Se - 99500" If No Attorney

Name: Print Your Name

Atty. for: If No Attorney, Leave Blank

Address: Print Your Address

City/State/Zip: Print Your City, State and Zip Code

Telephone: Print Your complete Telephone Number

WITNESS Upon Payment of Filing Fee, _____

Clerk Will Sign and Seal

DOROTHY BROWN, Clerk of Court

DATE OF SERVICE _____

(To be inserted by officer on copy left with Defendant or other person)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS