

# Landlord Handbook



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# INTRODUCTION

This three-part manual is designed to assist management (owners, agents, landlords and managers) in developing policies and procedures for maintaining and upgrading rental property in the Village of Oak Park.

Using a step-by-step approach, the first section of the manual, Management Strategies, includes suggestions about how to:

- Market the community, the rental property and the unit;
- Attract, secure and retain tenants; and
- Develop leasing procedures, building rules and regulations, and management policies.

The Resource Section describes departments and agencies in the Village, relating their functions to the operation of rental property.

It is hoped that the ideas and alternatives presented here will help to strengthen and provide consistency to existing rental practices. Keep in mind that rental property is only as desirable as the time and effort put forth in its operation.

## Disclaimer

Unless specifically stated, the ideas and alternatives presented here are not necessarily those that are required by the Village of Oak Park and/or the State of Illinois. Management's own legal counsel as to their current legal status should examine statutory materials referred to in the text. The agencies that prepared this manual assume no liability for actions management takes as a result of utilizing the material presented in this manual.

# Section 1 — Management Strategies

## Marketing the Community and the Rental Property

When attempting to lease a rental unit, management must not only know the clientele, but also must be knowledgeable about the available unit, the rental property, the property's location and the Village. Remember, many prospective tenants looking for housing in Oak Park are from out of town; consequently, they do not know the Village. It is up to the person showing the unit to know where the property is located in relation to such facilities as schools, libraries, recreation centers and public transportation routes. Along the same line, it is important to sell the property and the amenities it has to offer. Do not assume that the prospective tenant notices such features as storm windows and hall carpeting. It is important that management not assume that all units include amenities such as light bulbs in working fixtures or drawer and cabinet space in the kitchen. Carefully read over the following pages and make note of the listed features which property and units possess. Do not hesitate to highlight the property's amenities. Point out the conveniences. Be positive and market the product well.

## Know Enough to Market the Community

- **Population**  
52,524 (2000 Census)  
Oak Park is racially, ethnically and economically diverse
- **Area**  
4.5 square miles
- **Places of Worship**  
More than 50, representing 25 denominations
- **Health Care**  
2 community hospitals  
1 kidney dialysis center  
1 mental health center
- **Financial Institutions**  
4 banks  
4 savings and loans
- **Schools**  
8 public elementary schools  
2 public middle schools  
1 public high school  
6 parochial elementary schools  
1 parochial co-ed high school  
1 parochial girls' high school in the area  
2 colleges and 1 junior college in the area

- **Parks & Recreational Facilities**
  - 7 recreation centers
  - 16 parks (2 outdoor swimming pools and 1 indoor ice skating rink)
  - 6 private athletic clubs
  - 1 conservatory
  - 3 public library facilities
  - 2 rapid transit lines
  - 1 commuter train
  - Several bus routes
  - 2 taxi cab companies
  - Senior citizen bus service
  - Downtown Oak Park and The Avenue
  - Local business districts
  - 9 miles
  - 20 minutes via Eisenhower Expressway or public transportation
- **Libraries**
- **Public Transportation**
- **Shopping**
- **Distance to Chicago Loop**

Location is important in marketing the rental property. Know the location of the following:

- Public transportation
- Parking facilities
- Recreational centers, parks and playgrounds
- Daycare centers
- Shopping districts
- Libraries
- Hospitals
- Schools
- Places of worship
- Cultural facilities
- Community services

## Promote What You Own or Manage

### General

There are some unhealthy, unsafe living conditions that make rental property undesirable to a prospective tenant. Combinations of the following deficiencies may result in property that is not only undesirable to prospective tenants, but also uninhabitable:

- inadequate heat and/or hot water
- plumbing problems

- hazardous electrical wiring
- rats, roaches and other pests
- obnoxious odors
- overcrowding
- exterior stairs and porches in need of repair
- roof problems
- broken windows
- unlighted exterior and interior public areas
- unsafe interior stairs and hallways
- doors that do not lock
- falling plaster, peeling or lead based paint
- inoperable appliances and fixtures

Even if rental property does not have unhealthy and unsafe living conditions, management may still encounter problems in showing and renting the units. Other aspects that may negatively influence a prospective tenant's desire to rent are:

- undesirable curbside appeal
- excessive noise and activity around the property
- inaccessibility of management in regards to telephone contact and appointment schedule
- lack of promptness or failure on the part of the agent to keep appointments with prospective tenants
- appearance of the management's agent
- contrary or indifferent attitude of the agent
- insufficient knowledge of the rental property and the neighborhood on the part of the agent
- inability of the agents to clearly express themselves

## Property Appeal

### Exterior General

#### Basics

- premises around property should be kept clean and free of litter, broken glass, debris, illegally parked and/or abandoned cars
- courtyard, gangway, rear porches and lobby areas should be well lighted
- rear porch area should be painted
- wood trim on property should be painted and kept in good repair
- dumpster area should be kept clean

### **Additions**

- reduce or eliminate blind corners in courtyard, gangway, rear porch and/or lobby areas
- install neutral color window coverings to prevent a multi-colored, garish look to the property
- landscape area around the property
- provide combination storms and screens

### **Vestibule**

#### **Basics**

- door buzzers should be functional
- mailboxes that lock should be provided
- holes and/or cracks in walls, ceiling and floor should be repaired
- walls, ceiling, floor, windows and doors should be cleaned regularly
- ample lighting should be provided

#### **Additions**

- install exterior intercom and locks on all hall doors
- uniformly label mailboxes and door buzzers
- supply magazine delivery rack to help prevent unsightly clutter
- paint walls and ceiling
- add a graphic or mural to the walls
- provide 24-hour lighting
- furnish area rug or mat

### **Hall and Stairway Area**

#### **Basics**

- ample lighting should be provided
- worn or loose carpeting should be repaired or removed
- carpeting in halls and/or stairs should be vacuumed
- portions of halls or stairs which are not carpeted should be swept or dusted

#### **Additions**

- regularly shampoo or steam clean hall carpeting
- uniformly replace worn or loose carpeting
- furnish curtains, drapes or shades on windows
- provide 24-hour lighting
- add a plant, picture and/or other decorative items to make the hall more appealing
- install a bulletin board on each landing to post tenant notices

### **Unit General**

#### **Basics**

- door locks should be in working order
- unit should be rodent and insect-free
- carpeting should be vacuumed
- hardwood, vinyl and/or tile floors should be swept
- holes and cracks in ceilings and/or walls should be patched
- ceilings, walls and closets should be cleaned
- broken windows and sash cords should be replaced
- all required windows should be operable
- electrical outlets and light fixtures should be functional

#### **Additions**

- install peephole in unit doors
- add deadbolt locks in unit doors
- refinish hardwood floors
- clean carpeting
- replace badly worn or soiled carpeting
- paint unit ceilings, walls and closets
- replace cracked windows
- install light bulbs in all light fixtures
- furnish neutral window coverings

### **Kitchen**

#### **Basics**

- appliances should be cleaned and in good repair
- sink should be clean
- faucets should not leak
- existing cabinet, shelf, drawer and/or counter space should be clean

#### **Additions**

- furnish appliances which are not supplied such as: refrigerator/freezer, stove/oven, dishwasher, garbage disposal
- install stainless steel sink
- provide additional cabinet, shelf, drawer and/or counter space
- add wall tile, towel racks and/or electrical wall switch plate

## Bath

### Basics

- fixtures should be clean and in good repair
- medicine cabinet and linen closet should be clean

### Additions

- install hand-held or wall-style shower
- furnish shower rod and curtain to protect wall and window near tub
- add a vanity, wall tile, towel rack(s) and/or electrical wall switch plate
- provide shelf, counter and/or cabinet space

## Processing and Securing Qualified Tenants

A difficult task for management is placing responsible tenants in available units. The initial contact and presentation of the units to prospective tenants should not be the sole criteria in the tenant selection procedure. Management should establish consistent methods for considering the prospects.

The key to selecting responsible tenants is to be thorough and consistent in the application-review and credit-verification procedures, both which should be integral components of management's rental policy. Leaving a unit vacant may be preferable to renting to someone whose qualifications are questionable.

## The Application

As specified by the Oak Park Village Code, Chapter 13, Human Rights, Section 13-5-1.C, an application form must be provided to all prospective tenants. This code applies to multi-family residences containing four or more dwelling units.

It is recommended that the applicant fill in the application form in the presence of management, to help ensure that all information necessary for the credit check has been included. Management should keep the form and encourage the applicant to call, as soon as possible with any omitted information.

A sample application form has been included (Pages 10-12). The following descriptions explain or provide options to various sections of the application form.

**Parking (Required):** No on-street parking is allowed between 2:30 am and 6:00 am in Oak Park (except by permit in designated areas). This notice MUST be stated on all application forms.

**Application Deposit (Optional):** Should be cash; received with completed application form. Receipt should be given. Management must decide on a refund policy and use it consistently.

### Advantages of the Application Deposit

- encourages serious applicants
- provides incentive on part of the applicant to inform management of status change (if refund is given)

### Disadvantages of Application Deposit

- more paperwork due to refund procedure (if applicable)
- must decide on consistent refund policy and procedure

### Useful Information:

- names of all persons to occupy unit: needed to provide a vehicle for remedy in cases of overcrowding and/or occupancy by parties other than the lessees
- birth date: to determine whether parent or guardian is needed as co-signer (Illinois Law states that the legal age to enter into a lease agreement is 18)
- housing profile: to discover relocation frequency, demeanor and rent-paying history
- employment profile: to discover employment shifts and ability to pay a set percentage of gross income
- financial profile: to discover assets and liabilities
- nearest relative: for emergency purposes

**SAMPLE APPLICATION FORM**

**RENTAL APPLICATION**

Rental Unit Address \_\_\_\_\_ Unit # \_\_\_\_\_ # of Bedrooms \_\_\_\_\_  
 Lease Term \_\_\_\_\_ \$ Monthly Rent \_\_\_\_\_ \$ Security Deposit \_\_\_\_\_  
 Parking Available  Y  N Parking Fee \$ \_\_\_\_\_  
 \* No on-street parking is allowed between 2:30 a.m. and 6:00 a.m. in Oak Park. It is the tenant's responsibility to find off-street parking if it is not provided with the unit.

**PERSONAL PROFILE**

Provide Information About All Persons To Occupy Unit

	Applicant 1	Applicant 2	Applicant 3
Name			
Birth date			
Social Security #			
Driver's License #			
Auto: Make, Model & Year			
License Photo #			
Current Address			
From/To Dates			
Current Phone #			
Property Manager			
Phone #			
Monthly Rent			
Reason for Moving			
<b>If Less Than 2 Years</b> Previous Address			
From/To Dates			
Property Manager			
Phone #			
Monthly Rent			
Reason for Moving			

**EMPLOYMENT INFORMATION**

Title/Position	
Work Phone #	
Firm Name	
Address	

Supervisor	
Phone #	
Monthly Income (after taxes)	
Length of Employment	
<b>If less than 2 years</b> Previous Position	
Work Phone #	
Firm Name	
Address	
Supervisor	
Phone #	
Monthly Income	
Previous Position	
Work Phone #	
Firm Name	
Address	
Supervisor	
Phone #	
Monthly Income	
Other Employment	
Other Income Source	
Amount	
Frequency	
Length	

**FINANCIAL PROFILE**

Bank Name	
Account #	
Type of Account	
Loans	
Lender Name	
Account #	
Type of Loan	

Monthly Payment	
Length of Loan	
Credit Cards	
Company Name	
Account #	
Amount Owed	

**PET INFORMATION**

Type	
Age	
Sex	
Declawed?	
Spayed/Neutered?	

**PERSONAL REFERENCES**

Nearest Relative	
Relationship	
Address	
Phone #	
Friend	
Relationship	
Address	
Phone #	

I hereby certify that the above information is true and correct. Please note that incomplete applications will not be processed.

Signature of Applicant #1	_____	Date	_____
Signature of Applicant #2	_____	Date	_____
Signature of Applicant #3	_____	Date	_____

**Application Review**

After the application form has been completed, reviewing it is the next step. It is advisable that management develop criteria for tenant selection so that personal feelings will not unduly affect a decision. Management may want to consider the following before establishing a tenant selection policy.

**Housing Profile**

- Number of years with present management
- Rent payment history
- Housekeeping habits

**Employment**

- Number of years with present employer
- Income level
- Transfers from another city

**Financial Profile**

- Savings and/or checking accounts
- Credit card and loan payment history
- Other assets

**Additional Considerations**

- Pets
- Students
- Getting along well with other tenants

Upon review of the application, if the prospective tenant does not meet selection standards, management should notify them and refund the application deposit (if applicable) as soon as possible. REMEMBER, race, age, sex, marital status, religion, creed, ancestry, sexual orientation, national origin, matriculation, familial status or handicap may not be used as criteria for non-selection, as they are discriminatory.

**Credit Verification**

The credit check can be an important step in evaluating a prospective tenant's qualifications. Properly checking credit may prevent rent loss or costly eviction and collection procedures. There are two primary methods to check credit: by management or through the services of a credit bureau (listed in the Yellow Pages of the telephone book). The prospective tenant must sign a written consent for you to request a credit check.

## Operational Considerations

### Leases

As specified by the Oak Park Village Code, all rental units must use written leases, regardless of their duration. In addition, Village code requires that ALL LEASES must inform tenants of the Village of Oak Park Ordinance forbidding on-street parking from 2:30 am to 6:00 am.

A lease outlines the articles of agreement between management (Lessor) and tenant (Lessee), including monthly rent, security deposit, lease term and all written agreements. Leases should include the name, address and telephone number of management, as well as the name and telephone number of the janitor or any other person to contact in case of an emergency. Management and tenant both must sign the lease and retain a copy. A lease is a binding, legal contract, or document, designed to protect management, as well as the tenant. A standard lease form is available from most stationery supply stores.

Note that Illinois State laws override some clauses in some lease forms. Any illegal clauses should be deleted from the lease form that you choose. When changes are necessary, management should change both copies of the lease and initial each copy. Some examples of illegal clauses are:

- Confession of Judgment

That the Lessee hereby irrevocably constitutes any attorney or any court of record of the state, attorney for him and his name, on default of any of the covenants or agreements herein, to enter his appearance in any court or record, waive process and service thereof and confess judgment against the undersigned in favor of the Lessor from time-to-time, for any rent which may be due by terms of this lease, with costs and attorney's fees and to waive all errors and all right of appeal from any such judgment or judgments and consent to immediate executions of said judgments.

This clause states that any lawyer can appear in court without the tenant's knowledge or presence, and say that the tenant has broken some clause of the lease (confess judgment). The underlined phrase of the above clause is not legally binding. The tenants do have the right to appear, although all leases claim that they do not.

### Waiver of Tort Liability

Lessor shall not be liable to Lessee or any other person for any damages to person or property occasioned by any defects in said premises, or by any other cause, or any act, omission or neglect of Lessee of any other tenant of said premises.

Illinois law states that such clauses preventing management from being sued as a result of their own neglect are not legal.

### Re-entry

If Lessee shall fail to observe and perform any of the other conditions, agreements, rules or provisions of this lease, it shall be lawful thereupon, without notice or demand and without any legal process, for Lessor to re-enter and repossess the premises, and to take exclusive possession and remove all property, and any and all rights of the Lessee as tenant shall immediately cease.

According to Illinois State law, a tenant cannot be locked out, or thrown out, of a unit without written notice from the management and a court order. Under the same law, it is illegal to retain tenant's belongings, or withhold utilities and services from them.

### CHECK-IN/CHECK-OUT CHART

ITEM	MOVE-IN CONDITION	MOVE-OUT CONDITION
Doors		
Closets		
Ceilings		
Living Room Floor/Carpet		
Lighting Fixtures		
Bedroom(s) Floor/Carpet		
Bathroom Sink		
Bathroom Floor/Tiles		
Bathroom Walls/Tiles		
Bathroom Toilet		
Bathroom Shower/Tub		
Kitchen Stove/Oven		
Refrigerator		
Kitchen Cabinets		
Kitchen-Other Appliances		
Kitchen Floor		
Kitchen Walls		
Kitchen Ceiling		
Painting		
Air Conditioning		
Screens		
Windows (Storms)		

**Check-In** Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord/Witness

**Check-Out** Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord/Witness

### MODEL CHECK-IN/CHECK-OUT FORM

Address \_\_\_\_\_ Unit # \_\_\_\_\_

The check-in/check-out list should include the condition of all rooms and fixtures in the unit. The list should be completed and agreed upon by all persons signing the lease. Management should determine a policy and state all fees that will be charged for work needed to return the unit to its move-in condition.

ROOM	MOVE-IN CONDITION	Y/N	MOVE-OUT CONDITION	Y/N
<b>LIVING ROOM</b>				
Walls/ceiling	Newly painted/papered/washed/clean/holes or cracks repaired		Newly painted/papered/washed/clean/holes or cracks repaired	
Light fixture(s)/outlets	Proper working order/clean		Proper working order/clean	
Window(s)/door(s)	Bulb(s)/shades Proper working order/clean Blinds/curtains/ drapes/shades		Bulb(s)/shades Proper working order/clean Blinds/curtains/ drapes/shades	
Floor	Newly installed/washed/waxed/swept Newly carpeted/shampooed/vacuumed Hardwood/refinished/waxed/swept		Newly installed/washed/waxed/swept Newly carpeted/shampooed/vacuumed Hardwood/refinished/waxed/swept	
Closet(s)	Newly decorated/washed/cleaned Holes or cracks repaired Empty/clean		Newly decorated/washed/cleaned Holes or cracks repaired Empty/clean	
Cabinets/drawers/counter space/shelves	Proper working order/clean		Proper working order/clean	
Fireplace (wood-burning/gas/decorative)	Proper working order/clean		Proper working order/clean	
<b>DINING ROOM</b>				
Walls/ceiling	Newly painted/papered/washed/clean/holes or cracks repaired		Newly painted/papered/washed/clean/holes or cracks repaired	
Light fixture(s)/outlets	Proper working order/clean		Proper working order/clean	
Window(s)/door(s)	Bulb(s)/shades Proper working order/clean Blinds/curtains/ drapes/shades		Bulb(s)/shades Proper working order/clean Blinds/curtains/ drapes/shades	
Floor	Newly installed/washed/waxed/swept Newly carpeted/shampooed/vacuumed		Newly installed/washed/waxed/swept Newly carpeted/shampooed/vacuumed	

ROOM	MOVE-IN CONDITION	Y/N	MOVE-OUT CONDITION	Y/N
Closet(s)	Hardwood/refinished/ waxed/swept		Hardwood/refinished/ waxed/swept	
Cabinets/ drawers/counter space/shelves	Newly decorated/washed/ cleaned		Newly decorated/washed/ cleaned	
Fireplace (wood- burning/gas/ decorative)	Holes or cracks repaired		Holes or cracks repaired	
	Empty/clean		Empty/clean	
	Proper working order/ clean		Proper working order/ clean	
<b>BEDROOMS</b>				
Walls/ceiling	Newly painted/papered/ washed/clean/holes		Newly painted/papered/ washed/clean/holes	
Light fixture(s)/ outlets	Proper working order/clean		Proper working order/clean	
Window(s)/ door(s)	Bulb(s)/shades		Bulb(s)/shades	
Floor	Proper working order/clean		Proper working order/clean	
	Blinds/curtains/ drapes/shades		Blinds/curtains/ drapes/shades	
	Newly installed/washed/ waxed/swept		Newly installed/washed/ waxed/swept	
	Newly carpeted/shampooed/ vacuumed		Newly carpeted/shampooed/ vacuumed	
	Hardwood/refinished/ waxed/swept		Hardwood/refinished/ waxed/swept	
Closet(s)	Newly decorated/washed/ cleaned		Newly decorated/washed/ cleaned	
Cabinets/ drawers/counter space/shelves	Holes or cracks repaired		Holes or cracks repaired	
Fireplace (wood- burning/gas/ decorative)	Empty/clean		Empty/clean	
	Proper working order/ clean		Proper working order/ clean	

**ENTRANCE HALL/SUNROOM/ENCLOSED PORCH(ES)**

Walls/ceiling	Newly painted/papered/ washed/clean/holes		Newly painted/papered/ washed/clean/holes	
Light fixture(s)/ outlets	Proper working order/clean		Proper working order/clean	
Window(s)/ door(s)	Bulb(s)/shades		Bulb(s)/shades	
Floor	Proper working order/clean		Proper working order/clean	
	Blinds/curtains/ drapes/shades		Blinds/curtains/ drapes/shades	
	Newly installed/washed/ waxed/swept		Newly installed/washed/ waxed/swept	
	Newly carpeted/shampooed/ vacuumed		Newly carpeted/shampooed/ vacuumed	
	Hardwood/refinished/ waxed/swept		Hardwood/refinished/ waxed/swept	
Closet(s)	Newly decorated/washed/ cleaned		Newly decorated/washed/ cleaned	

ROOM	MOVE-IN CONDITION	Y/N	MOVE-OUT CONDITION	Y/N
Cabinets/ drawers/counter space/shelves	Holes or cracks repaired		Holes or cracks repaired	
Fireplace (wood- burning/gas/ decorative)	Empty/clean		Empty/clean	
	Proper working order/ clean		Proper working order/ clean	
<b>KITCHEN</b>				
Walls/ceiling	Newly painted/papered/ washed/clean/holes		Newly painted/papered/ washed/clean/holes	
Light fixture(s)/ outlets	Proper working order/clean		Proper working order/clean	
Window(s)/ door(s)	Bulb(s)/shades		Bulb(s)/shades	
Floor	Proper working order/clean		Proper working order/clean	
	Blinds/curtains/ drapes/shades		Blinds/curtains/ drapes/shades	
	Newly installed/washed/ waxed/swept		Newly installed/washed/ waxed/swept	
	Hardwood/refinished/ waxed/swept		Hardwood/refinished/ waxed/swept	
Closet(s)	Newly decorated/washed/ cleaned		Newly decorated/washed/ cleaned	
Cabinets/ drawers/counter space/shelves	Holes or cracks repaired		Holes or cracks repaired	
Tile (ceramic/ plastic)	Empty/clean		Empty/clean	
Tile (ceramic/ plastic)	New/clean/secure/ no missing pieces		New/clean/secure/ no missing pieces	
Exhaust fan(s)	Proper working order/clean		Proper working order/clean	
Refrigerator/ freezer	Proper working order/ clean/defrosted		Proper working order/ clean/defrosted	
Stove/oven/ broiler	Proper working order/ clean		Proper working order/ clean	
Dishwasher	Proper working order/clean		Proper working order/clean	
Garbage disposal	Proper working order/clean		Proper working order/clean	
Sink	Proper working order/clean		Proper working order/clean	
<b>BATH</b>				
Walls/ceiling	Newly painted/papered/ washed/clean/holes		Newly painted/papered/ washed/clean/holes	
Light fixture(s)/ outlets	Proper working order/clean		Proper working order/clean	
Window(s)/ door(s)	Bulb(s)/shades		Bulb(s)/shades	
Floor	Proper working order/clean		Proper working order/clean	
	Blinds/curtains/ drapes/shades		Blinds/curtains/ drapes/shades	
	Newly installed/washed/ waxed/swept		Newly installed/washed/ waxed/swept	

ROOM	MOVE-IN CONDITION	Y/N	MOVE-OUT CONDITION	Y/N
	Hardwood/refinished/ waxed/swept		Hardwood/refinished/ waxed/swept	
Closet(s)	Newly decorated/washed/ cleaned		Newly decorated/washed/ cleaned	
Cabinets/ drawers/counter space/shelves	Holes or cracks repaired		Holes or cracks repaired	
Tile (ceramic/ plastic)	Empty/clean		Empty/clean	
Exhaust fan(s)	New/clean/secure/ no missing pieces		New/clean/secure/ no missing pieces	
Tub/shower	Proper working order/ clean		Proper working order/ clean	
Sink/toilet	Proper working order/ clean		Proper working order/ clean	

### Check-In

Signature of Tenant	Date	Signature of Tenant	Date
Signature of Tenant	Date	Signature of Tenant	Date
Signature of Management's Agent	Date	Signature of Management's Agent	Date

### Check-Out

Signature of Tenant	Date	Signature of Tenant	Date
Signature of Tenant	Date	Signature of Tenant	Date
Signature of Management's Agent	Date	Signature of Management's Agent	Date

## Pet Responsibility Rules

A pet owner must abide by the Village of Oak Park animal licensing requirements that include:

- Oak Park animal licenses are required for:
  - all dogs over 4 months old
  - all cats over 4 months old which run at large
- As a prerequisite for licensing, dogs and cats must be inoculated against rabies, and cats must be neutered or spayed.
- Animal licenses (fees required) must be renewed each May. An application may be filed in person, or by mail, with the Public Health Department in the Village Hall at Madison Street and Lombard Avenue (123 Madison Street).
- Each licensed animal must wear a license tag when off the owner's premises. The purchase of such a tag must be made within ten (10) days of moving into the community or acquiring a new animal.

A pet owner must also abide by the following designated Village of Oak Park laws and courtesy requirements:

- All animals shall be maintained in a humane manner and with consideration of neighbors.
- All animals shall be inoculated and licensed as required.
- Any case of animal bite shall be reported to the Police Department immediately, at 386.3800.
- It is unlawful for an unlicensed cat or any dog, except a dog on a leash or under the voice control of the owner, to be upon any public area within the Village. No leash shall be longer than 8 feet.
- It is unlawful for any animal, even when on a leash, to be in any public building, food establishment or store, except a store for the sale of animals, anywhere in the Village during the time that any of these places are open to the public, with those exceptions specified by law. (Dogs accompanying blind or disabled persons not included.)
- It is unlawful for any animal, even when on a leash, to go upon any school premises or Village playground, or upon a path or sidewalk extending through any school premises or playground maintained by the Village, with those exceptions specified by law. (Dogs accompanying blind or disabled persons not included.)
- It shall constitute a nuisance for any animal to make excessive or annoying noise, to create noxious odors, to damage property other than the owner's, to attack or molest passersby or other animals or to repeatedly violate Village ordinances.
- No dangerous animal shall be allowed outside without required restraints.
- No diseased animal shall be allowed at large, or in any public place, where the health of other animals or people may be affected.

**Limits on animals on private premises**

Village ordinance limits the number of animals on private premises:

- **In single-family residences, buildings or lots, and in rooming houses:** 2 dogs and/or 2 cats that run at large, or 4 cats that are kept indoors. No more than 10 of any combination of all types of permitted animals.
- **In single units of multi-family residences, buildings or lots:** 1 dog and/or cat that runs at large or 2 cats that are kept indoors. No more than 5 of any combination of all types of permitted animals.
- Generally, no pigs, swine, sheep, cattle, horses, goats or similar animals; no naturally wild animals except fish and birds; no more than 1 pigeon or 2 rabbits, 2 guinea pigs, 2 gerbils or 2 fowl.

Copies of the Animal Ordinance, in its entirety, are available in the Office of the Village Clerk.

**Neighborhood Information**

Management may want to develop fact sheets and distribute them to incoming tenants. Fact sheets should include information regarding the rental property and the community, as suggested in the following table.

**Emergency Information**

	Phone	Address
Police/Fire Department (Emergency):	911	
Police Department (Non-emergency):	708.386.3800	123 Madison (Madison and Lombard)
Fire Department (Non-emergency):	708.445.3300	212 North Augusta 900 North East 100 North Euclid

If it should be necessary to call for police, fire and/or emergency assistance, please advise management of such action as soon as possible.

**Management Information**

	Name	Phone	Address
Management Company/Owner			
Resident Manager			
Janitor/Manager			
Washing Machine Service			
Electricity	ComEd	800.334.7661	
Gas Service	NICOR	888.642.6748	
Telephone	Ameritech	800.244.4444	
Cable Television	Comcast	630.716.2000	

**Welcoming Service**

Chamber of Commerce	708.848.8151
Community Relations New Resident Packet	708.358.5423

**Drivers' Needs**

**Village Vehicle Sticker:** Required and obtainable for an annual fee at Village Hall (123 Madison Street – Madison and Lombard, 708.358.5670)

**Parking:** Parking is not allowed on any streets between 2:30 am and 6:00 am without a permit. To receive help in obtaining off-street parking, phone the Parking Permit Office at 708.358.PARK (7275). Management might check with homeowners in the area, or check the ads in the local newspapers for available spaces. Emergency on-street overnight parking passes may be obtained by phoning Parking Services at 708.358.NITE (6483).

**Government Information**

**Congressional District:** \_\_\_\_\_ (insert correct district)

**Legislative District:** \_\_\_\_\_ (insert correct district)

**Voter Registration:** Village Clerk's Office — Village Hall (123 Madison)

**Additional Facilities**

Indicate the following nearest your rental property.

	Name	Phone	Address
Day Care Centers			
Financial Institutions			
Health Care Institutions			
Libraries			
Parks & Recreation Centers			
Public Transportation			

Schools			
Shopping			
Local Newspapers	Oak Leaves Wednesday Journal	708.383.3200 708.524.8300	
Post Office	Main Station South Branch	800.275.8777 800.275.8777	901 Lake St. 1116 Garfield

## Security Deposit and Security Deposit Interest

### Security Deposit

The Oak Park Village Code, Chapter 13, Human Rights, Section 5-1-C requires management to charge a security deposit equal to one month's rent. The code applies to multi-family residences containing four or more dwelling units. Some security deposit provisions (as per lease) provide that management shall have the right, but not the obligation, to apply the security deposit as payment of any unpaid rent. Most security deposit provisions provide for the application of all or part of the deposit to pay for repairing damage caused by the tenant. This does not include redecorating for the next tenant.

If management used a check-in list at the time the lease was signed, then the check-out portion of the list may be used at move-out time. After the tenant has totally vacated the unit, management and tenant should complete the check-out portion of the list. The agreed upon fees for any damages noted at this time would be deducted from the security deposit. If the replacement fee for damage to the unit was not included in the check-out list, or if the list was not used, then management will have to provide actual receipt(s) or estimated cost(s) of repairs before deducting the amount from the deposit. This procedure will show the tenant the cost to restore the unit to its move-in condition. The statement itemizing the cost of repairing all damages after the deduction of such costs, must be forwarded to the tenant within 30 days from the date the unit was vacated. Management has 45 days to refund the difference or the full security deposit. Should management refuse to supply the tenant with an itemized list of costs for repairs while making deductions from the security deposit, or fail to return the entire security deposit within the time period mandated by law, then the tenant may take management to court. If the court rules in favor of the tenant, management may be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

### Interest

A Landlord of residential real property, containing four or more units, who receives a security deposit from a Lessee (tenant) to secure the payment of rent or compensation for damage to property, shall pay inter-

est to the Lessee (tenant) computed from the date of the deposit at the variable rate per year on any such deposit held by the Landlord for more than 6 months. The rate is set as the passbook savings rate paid by the largest Illinois bank on December 31 each year.

### Time for Payment — Penalty for Refusal to Pay

A Landlord shall, within 30 days after the end of each 12-month rental period, pay to the Lessee (tenant) any interest, (cash or credit) to be applied to rent due, except when the Lessee (tenant) is in default under the terms of the lease.

A Landlord who willfully fails or refuses to pay the interest required by this act shall, upon a finding by a Circuit Court that the landlord has willfully failed or refused to pay, be liable for an amount equal to twice the amount of the security deposit, together with court costs and reasonable attorney's fees.

### Decorating Policy

Having a unit decorated and in move-in condition is strongly recommended to attract and retain tenants. A decorating policy is advisable, not only for the instances when time or circumstances do not permit decorating for a new tenant, but also for the instances when management is renewing an existing tenant's lease. In such instances, it would be wise for management to have previously determined what kind of supplies will be purchased, who will do the purchasing and who will pay to have the work done. The ideal decorating policy would include professional decorating for each unit before it is rented and for redecorating occupied units on a set schedule.

Reviewing the following decorating methods may help management set their policy. Tenants may be attracted and/or retained by using one of the following decorating ideas:

- Management agrees to decorate a set number of rooms in the unit.
- Management then purchases the supplies and completes the work
- Management offers the tenant a decorating allowance, i.e., half the monthly rent, or an agreed upon dollar figure. Tenant then buys the supplies and does the decorating
- Tenant buys the supplies and the tenant does the decorating

- Tenant buys the supplies and does the decorating. Management reimburses the tenant for the cost of the material
- Tenant buys the supplies with management's approval

When developing a policy, remember that it is advisable for management to retain some control over the color and quality of materials used, to monitor the quality of work being done and to insure that the work is completed. If the tenant is going to be allowed to decorate, management may want to stipulate materials which are not acceptable, i.e., contact paper, mirror or cork panels, wallpaper, dark colored paint, etc. If management is doing the decorating, they may want to consider allowing the tenant to select the color(s) from a group of samples designated by management.

### **Tenant Retention Policies**

Whenever an unplanned vacancy occurs, management should utilize established rental practices to seek out new tenants. When drawing up new leases, management might consider making a conscious effort to have leases expire during the rental season (April to September). When renewing leases, management may want to review the expiration dates and change them so that they will be staggered throughout the "season".

The following pages discuss methods that may be useful in devising a renewal policy. Remember to be thorough and consistent in the renewal or non-renewal of leases.

### **Renewal Policy**

The type of service management provides for the tenants during their lease period may be an important factor in their decision to remain. Similarly, the type of service janitors give to tenants may be another important element in their decision. Remember, the janitor represents management day-in and day-out at the property. Be certain the image being projected coincides with management practices and policies. Continued maintenance and upgrading of rental property may also provide an incentive for tenants to renew their leases.

Another management practice designed to help retain tenants is unit pricing. Offering to renew a lease at a monthly rental price lower than incoming tenants would be charged is a possible incentive for the current tenants to remain. A practice such as this may actually cost management less than securing a new tenant at a higher rental price. This is

due to the time and money required to prepare the unit, answer the telephone, show the unit, process the application, run the credit check and place the new tenant.

The type of decorating policy management has may be helpful when seeking to retain tenants. Once a tenant has resided in a unit for a period of time, the unit may be in need of redecorating. While offering tenants the new lease at a higher monthly rent, management may also provide tenants with the option of having their units redecorated. The extent of redecorating and method of having the work completed should be agreed upon by both management and tenants. Decorating may not only help encourage lease renewal, but it is also a method of upgrading management's investment.

Utilizing the combination of responsible and responsive management practices, unit pricing and decorating to devise a renewal policy may help management reduce turnover among tenants. Prior to lease renewal time, it is advisable that tenants be notified of management's desire to retain them as tenants. The new lease should be offered with sufficient time for tenants to make a decision and for management to seek out and place new tenants, should it become necessary. Management should encourage tenants to return the signed lease as soon as possible.

Should the tenant fail to return the new lease by the specified date, management should contact the tenant to discuss the tenant's intentions. At this time, the tenant should be encouraged to provide an answer and to return the signed lease as soon as possible.

### **Non-Renewal Policy**

If the tenant decides not to renew the lease, he or she should be encouraged to notify management of this decision and return the unsigned lease as soon as possible. It is at this point that move-out procedures should begin. Management will have to decide the new rental price and decorating procedure for the unit. At this time, the tenant and management should discuss and agree upon times for the unit to be shown to prospective tenants.

Tenants should be encouraged to leave the unit in a condition as similar to move-in as possible. Management should be informed of the move-out date, so that a time for completing the check-out list may be arranged. After the check-out list has been completed and all keys have

been returned, management can complete the move-out process by refunding the tenant's security deposit.

It is suggested that renewals or non-renewals be given 30–90 days in advance of the expiration of the lease. If management decides not to renew a tenant's lease, justification does not have to be given. Some leases require that a certain number of days notice be given of non-renewal. REMEMBER, Illinois State Law mandates that a tenant's lease cannot be terminated or refused renewal because a tenant has contacted Village authorities for bona-fide enforcement of Village ordinances (765 ILCS 720). Any provision in a lease, or any agreement or understanding permitting management to terminate or refuse a lease for such a reason is ILLEGAL.

Should a tenant fail to vacate the unit at the expiration of the lease, management may initiate eviction procedures to regain possession of the unit.

## Conclusion

This manual has been compiled to assist management in the development of rental policies. Remember, even the most responsible management policies and practices cannot give absolute assurance of attracting and retaining tenants.

# Section 2 — Frequently Asked Questions

## And Landlord/Tenant Law in the Village of Oak Park

The questions and answers provided are not to be used as legal advice about any individual situation and are provided for general information only. If you have a specific question about your situation, please speak with an attorney.

### Leases

#### Do all leases have to be written?

Yes, if the lease is for an apartment in a building containing four or more apartments pursuant to Village Code Section 13-5-1B. The advantages of a written lease are that you have proof of your specific agreement, and it makes clear the duties of the tenant and the landlord.

#### What does the Village of Oak Park Code require to be included in a lease for an apartment?

The written lease in Oak Park must include the following:

- The specific apartment number to be leased;
- The maximum number of occupants, which is not greater than the number allowable by the apartment size;
- The full names and birth dates of all occupants of the apartment;
- The name and telephone number of the landlord's agent or manager who will be available for emergencies 24 hours a day;
- A statement that parking on Village streets is prohibited between 2:30 am and 6:00 am and that the tenant is responsible for parking their automobile; and
- A security deposit of at least one month's rent is required.

#### Can the landlord charge a late fee if rent is not paid on time?

Yes, if the late fee is stated in the lease.

#### After the tenant moves into the apartment can the landlord change the amount of rent?

This depends upon the lease. The landlord can put in the lease that rent can change during the term of the lease.

**Who pays the utilities for the apartment?**

This depends upon the lease.

**Can a tenant be required to pay for the utilities for hallway lights outside of the apartment?**

Yes, but only if the lease clearly states such utility costs are to be included in tenant utility costs and the landlord gives the tenant the past 12 months of prior utility bills for the hallway lights before the tenant signs the lease.

**What if the landlord has fulfilled all obligations under the lease but the tenant wants to terminate the lease early?**

Unless the lease provides otherwise, the lease can only be terminated early by agreement with the landlord.

**Can the tenant sublet the apartment to a new tenant during the term of the lease?**

Yes. If the tenant wants to move out early and has arranged to sublet the apartment to a suitable tenant, the landlord must accept a suitable subtenant without charging additional fees unless the fees are clearly stated in the lease. Remember the tenant remains liable to the landlord for the rent if the subtenant does not pay it.

**If the tenant moves out early, what rent payments is the tenant responsible to pay?**

If the tenant moves out before the lease ends, the landlord can charge the tenant for the rent due to the end of the lease minus the rent the landlord receives from a new tenant plus the costs to rent the apartment. The landlord has a duty to try and rent the apartment to another tenant. If the landlord can only rent the apartment to another tenant for less than the original rent, the tenant can be held responsible for paying the difference between the amount the new tenant pays and the prior tenant's rent to the end of the lease.

**What if the landlord cannot rent the apartment after the tenant has moved out early?**

If the landlord makes a good faith effort to rent the apartment, but cannot find someone else to rent it, the tenant will owe the landlord the amount of rent owed until the lease ends and the landlord's costs to try and find a new tenant.

**What if the landlord will not rent to a tenant because of race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status or disability?**

Oak Park law prohibits landlords from discriminating in renting apartments based upon the tenant's race, sex, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, or disability.

**Can a landlord refuse to rent to a tenant because of children?**

A landlord cannot refuse to rent to a tenant solely because of children under 18 years of age. However, the apartment must be large enough for occupancy by the number of persons in the tenant's family.

**Security Deposits**

**What is a security deposit?**

A security deposit is money that the landlord holds for future damage to the apartment caused by the tenant or for rent or charges that a tenant might owe. The landlord may not charge for normal wear and tear to the apartment.

**How much is the security deposit?**

The security deposit must be at least one month's rent. The security deposit may be greater if agreed to by the tenant and the landlord.

**Must a landlord charge a security deposit in Oak Park?**

Yes. The landlord must receive at least one month's rent as a security deposit in Oak Park.

**Must a landlord put the security deposit in a separate bank account?**

No. Oak Park law does not require a separate bank account for security deposits.

**Can the tenant use a security deposit as the last month's rent?**

No. A tenant cannot use a security deposit as the last month's rent without an agreement with the landlord.

**How long after the tenant moves out before the landlord returns the security deposit?**

After the tenant moves out, the landlord has 45 days to return the security deposit plus any interest owed, minus deductions for any rent or charges due, and repairs for damages to the apartment; or 60 days to return the security deposit if the landlord sends an estimate of repair charges within 30 days after the tenant moved out of the apartment.

**What if some of the security deposit is used by the landlord for repairs?**

If the landlord takes money from the security deposit for repairs, then within 30 days from the time the tenant moved out, the landlord must send a written list of the damages and a copy of paid bills, actual costs, or estimates for the repairs. If the landlord sends estimates of the costs of repairs with the list of damages, the landlord must send paid receipts or proof of actual costs of repair and any remaining security deposit amount within 60 days after the tenant moved out.

**Does the landlord owe the tenant interest on the security deposit?**

If the apartment is in a building with four or more apartments, interest is owed by the landlord on a deposit held for more than six months.

**How much is the interest on security deposits?**

The amount of interest due on security deposits is set as the passbook savings rate paid by the largest Illinois bank as of each December 31. Call the Community Relations Division at 358.5423 to find out the current rate.

**When should interest on a security deposit be paid?**

Interest is due in cash or rent credit each 12 months, so long as the tenant's rent is current.

**What if the landlord sells the building to a new landlord?**

Both the original landlord and the new landlord are responsible for the return of the security deposit.

**Responsibilities of the Landlord**

**What is the landlord responsible for?**

The landlord has a duty to keep the apartment and building fit to live in. The landlord must also do the items agreed to in the lease, including doing all necessary repairs to fulfill these duties.

**What repairs must the landlord do to keep the apartment fit for occupancy?**

The landlord has a duty to keep the building in a livable condition. The following items are some of the responsibilities required by Oak Park law:

- building structure must be solid and in good condition;
- foundations, walls and roof must be water tight;
- property must be exterminated to prevent mice, rats, insects and other rodents;

- smoke alarms must be provided although the tenant is required to replace the batteries;
- hallways and stairways must be lighted;
- windows and outside doors must be in good condition;
- boiler, furnace, and chimney must be in good working condition;
- stairways, floors, and hallways must be clean and functional;
- plumbing and pipes must be in good working condition;
- electric wires and circuits must be in good working condition;
- flush toilet, sinks, tubs, showers in good working condition;
- supply hot and cold water;
- supply sufficient heat;
- prevent the collection of stagnant water;
- provide adequate ventilation and light;
- provide screens for windows during the warm months.

**Must the landlord exterminate for insects and rodents?**

Yes. The landlord must exterminate to prevent rats, mice, insects and pests in the building.

**Must the landlord provide for trash collection?**

Yes. The landlord must provide a place for disposing of trash and garbage.

**Does the landlord have to repair the appliances in the apartment?**

If the landlord supplied the appliances such as refrigerator, stove and air conditioner to the apartment, the landlord must keep them in good working condition.

**What are the minimum heat temperatures for the apartment?**

The apartment must be kept at least 70 degrees (F) from 6:30 am to 11:00 pm and at least 65 degrees (F) from 11:00 pm to 6:30 am.

**If the landlord fails to pay a utility bill that the lease requires the landlord to pay, can the tenant pay rent to the utility company to keep utilities on?**

Yes. If the landlord fails to pay a utility which the lease requires the landlord to pay and the utility company is threatening to shut off service, the tenants may contact the utility and reach a written agreement to pay the rent to the utility company to prevent shut off. This includes the water utility operated by the Village of Oak Park.

## **Responsibilities of the Tenant**

### **What are some of the responsibilities of the tenant?**

The tenant must pay rent on time, the tenant and tenant's family and guests must not damage the apartment or disturb their neighbors, and the tenant must do the things required in the lease.

### **Must the tenant keep the apartment clean?**

Yes. The tenant must keep the apartment in a clean and sanitary condition.

### **What conditions in the apartment are the responsibility of the tenant?**

The tenant must keep the apartment as safe as possible. The tenant, the tenant's family and guests must not intentionally or carelessly destroy, deface, damage or remove any part of the apartment or building.

### **How many people may occupy the apartment?**

The Village Code sets a maximum number of people who may occupy each dwelling unit. The lease is required to state the maximum number of occupants for the dwelling unit.

### **Is the tenant responsible for appliances in the apartment?**

If the landlord supplied the appliances to the apartment, the landlord is responsible for their repairs unless the tenant, the tenant's family or guests damaged them or used them in an unreasonable manner.

### **Is the tenant responsible for guests?**

Yes. The tenant is responsible for the behavior of guests.

### **Is the landlord responsible for damage to the tenant's possessions in the apartment?**

In most cases the tenant is responsible for damages to personal possessions in the apartment unless the lease states otherwise. Many tenants purchase renter's insurance to cover possessions.

## **Evictions**

### **What is cause for eviction?**

A tenant can be evicted for not paying rent, damaging the apartment, disturbing neighbors, violating the lease in some other way or when the lease expires on the termination date set forth in the lease.

### **What if the tenant does not pay the rent?**

The landlord may be able to evict the tenant for not paying the rent. The landlord must give the tenant a written 5-day notice telling the amount of rent due. If the tenant does not pay the rent due within the five days after receipt of the notice, the landlord can file a court case for eviction.

### **Can a tenant be evicted for having people living in the apartment who are not listed on the lease?**

Yes. The lease must list all the people who are occupants of the apartment.

### **Can the tenant be evicted for exceeding the maximum occupancy of the dwelling unit?**

Yes, even if the lease lists more people than are permitted by maximum occupancy. The Village can prosecute both the landlord and the tenant for exceeding maximum occupancy standards.

### **Should the tenant be notified if the landlord is ending the lease early for violations?**

Yes. If the landlord is ending the lease because the tenant has violated the lease in any way other than failing to pay rent, the landlord must give the tenant a 10-day written notice explaining in general terms what the tenant did to violate the lease.

### **Should the landlord notify the tenant that the lease has ended and ask the tenant to move out of the apartment?**

No written notice is required that a lease has ended other than the specific date set forth in your lease. However, the tenant may only be evicted by the Sheriff of Cook County after the court has ordered the tenant to leave.

## Oak Park Law Regarding Renting

### Oak Park Housing Code

The Village of Oak Park has a vigorous Housing Code enforcement program to help maintain the quality of housing in the community. Tenants have the right to have their apartment inspected by a Village inspector any time they suspect a violation of the code and management refuses to make corrections. State law prevents a landlord from taking action against a tenant because he/she has complained of a housing code violation. The following is a checklist of many of the kinds of conditions which may be code violations:

#### General

1. Is sufficient heat provided? (70°F, 6:30 am to 11 pm; 65°F, 11 pm to 6:30 am)
2. Are there sufficient garbage bins with tight fitting lids?
3. Are all public halls, stairways and passageways adequately lit at all times, and maintained in good and safe condition?
4. Is the building free of rodents and insects?

#### Kitchen and Bathroom

1. Does the apartment have a bathroom with a toilet in good working condition?
2. Does the bathroom have a bathtub or shower in good working condition?
3. Does the kitchen have a sink in good working condition?
4. Is the bathroom floor reasonably resistant to water and easily kept in a clean and sanitary condition?
5. Do all faucets provide adequate hot water (120°F) and sufficient water pressure?

#### Ceilings, Walls and Floors

1. Is every foundation, floor, wall, window, ceiling and roof in weather-tight, rodent-proof condition and kept in good working condition and repair?
2. Is there an adequate screen in good condition on at least one operable window per room?
3. Do all habitable rooms have at least one operable window or adequate artificial ventilation?

### Electrical and Plumbing

1. Does every habitable room contain either two separate outlets or one outlet and one light fixture?
2. Are all outlets, switches, wires, etc., in good and safe working condition?
3. Are all plumbing fixtures maintained in good sanitary working condition, free from defects, leaks and obstructions?

### Space and Occupancy

Every dwelling unit must contain at least 200 square feet of floor space for the first occupant and 150 square feet of floor space for each additional occupant. Such floor space is not to include verandas, porches, terraces, balconies and basements.

The maximum occupancy is contingent on the square footage of the entire unit. The Building and Property Standards Department can tell you what the maximum occupancy is for a particular unit in buildings with four or more units.

Sleeping rooms in dwelling units containing one or more sleeping rooms must have closeable doors that afford privacy, a window and free access (not through a tandem room).

### Oak Park Human Rights Code

The Oak Park Human Rights Code outlaws discrimination in the rental or purchase of housing on the basis of race, religion, sex, creed, ancestry, national origin, sexual orientation, age, matriculation, familial status or disability. For properties containing four or more units, the Code is enforced by the Community Relations Division at Village Hall.

In addition to the discrimination provisions of the Human Rights Code, the law also requires that a written application be filled out for properties with four or more rental units, that the tenant and the landlord have a written lease, and that a security deposit, of not less than one month's rent, be charged. If there are problems with any of these items, contact the Community Relations Division.

## Parking

Oak Park law forbids overnight parking on the street from 2:30 am to 6:00 am. This information must be written in applications and leases for buildings with four or more rental units. Many buildings have parking spaces, which are either included in the rent or cost extra. Private parking spaces can sometimes be rented from homeowners in the neighborhood. The Parking Clearinghouse was created to match available private parking spaces with those who need them. Contact Parking Services in Village Hall for further information. For those tenants who cannot find spaces to rent, the Village offers parking spaces for rent on a quarterly basis. The next step is to contact Parking Permits as soon as possible, to get a spot in the available lots. These spaces must be reserved and renewed every three months. Also, limited overnight on-street parking is available by permit only. Five guest passes per year are available by calling Parking Services at 358.NITE (6483) from 8:00 pm – 2:30 am on the night permission is desired. Please provide the license number, make and model of the car and the location where it is parked.

Laws for parking of motorcycles are the same as for cars. Bicycles should be locked and parked in bike stands or storage areas.

## Oak Park Model Lease Addendum

The Oak Park Model Lease Addendum is recommended but not mandatory.

Address \_\_\_\_\_

Unit Number \_\_\_\_\_

### Term of the Lease

- 1. LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
- 2. NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The landlord shall not, however, be required to provide the tenant with a list of code violations which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
- 3. NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
- 4. LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable. A lockout is not where (1) landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the law of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
- 5. RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment,

return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:

- A. any unpaid rent; and/or
  - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
- In the case of such damage, landlord shall deliver or mail to the last known address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If estimated cost is given, landlord shall furnish tenant with copies of paid receipt or a certification if the work was performed by landlord's employees within 30 days from the date of the statement showing the estimated cost was furnished to tenant.

**6. INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.

**7. LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

**8. RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

**9. TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building and Property Standards or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708.383.6400 and requesting the appropriate department.

**10. OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358.7275 for assistance in this regard.

**11. PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at large) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

**12. NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT HANDBOOK** The Oak Park Tenant Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

\_\_\_\_\_  
(LANDLORD) DATE

\_\_\_\_\_  
(TENANT) DATE

\_\_\_\_\_  
(TENANT) DATE

## Section 3 — Resources

The manual also supplies management with material to supplement current management practices. As management continues to maintain and up-grade rental property, they should keep in mind that they are not only improving their investment, but also the neighborhood and the Village.

### Agencies

Village of Oak Park departments that may aid with management practices are listed below:

### Building and Property Standards Department

#### Building Division

The Building Division is responsible for enforcing the Village Construction Codes. This division has contact with management of rental properties when new construction, rehabilitation and/or major repairs are contemplated. This division also has contact with management when there are complaints against tradespeople. Work must be done pursuant to permit, as required by Village ordinance.

#### Property Maintenance Division

The Property Maintenance Division is responsible for enforcing the Village Housing Codes. This division has contact with management of rental properties, having four or more units, when conducting the Annual Building Inspection (ABI) or the 100% Pre-Sale Inspection, as required by Village ordinance. The division also has contact with management when responding to heat, rodent and insect complaints.

#### Zoning Division

The Zoning Division is responsible for enforcing the Village Zoning Ordinance. This division has contact with management of rental properties when expansion, additional parking and/or zoning variations are contemplated.

## **Community Services Department**

### **Community Relations Division**

The Community Relations Division is responsible for the enforcement of the Village's Fair Housing Ordinance, which includes the Diversity Counseling Program aimed at achieving racial diversity throughout the Village and avoidance of resegregation of any section of Oak Park. Other provisions of the ordinance require the maintaining of records and monitoring of management practices of rental properties containing four or more units and the monitoring and investigation into charges of racial discrimination by persons seeking housing in Oak Park. Staff also assists the Community Relations Commission, a citizens' advisory group.

Other staff activities include assistance regarding: newcomer information, management/tenant relations, realtor activities, neighborhood concerns, block club/party organization, evictions, "A Day In Our Village", school/community relations, "Operation WhistleSTOP", Oak Park Exchange Congress, general information to prospective residents, and regional and national efforts promoting integrated housing.

### **Housing Programs Division**

This division is responsible for the administration of two low-interest loan programs to promote the rehabilitation of rental properties with four or more units. These loans are offered to management to rehabilitate older multi-family housing stock, to provide better rental accommodations for low- and moderate-income persons.

### **Planning Division**

The Planning Division is responsible for maintaining and providing general information regarding the Village. Staff also assists the Community Design Commission and the Historic Preservation Commission, and oversees and administers the Community Development Block Grant Program (CDBG) that uses federal funds for revitalization purposes.

### **Development Services Department**

This department is responsible for assisting businesses in the rental, acquisition and/or upgrading of commercial property. Low interest rehabilitation and expansion loans are available.

## **Fire Department**

The Fire Department is responsible for enforcing the Village Fire Ordinance. This department provides fire protection and emergency medical service to all residents of Oak Park. Information on fire prevention and the placement of smoke detectors is available by visiting one of the three stations: 100 North Euclid, 212 Augusta and 900 South East Avenue, or by calling 708.445.3300 for non-emergency situations. Dial 911 for all emergencies.

## **Police Department**

The Police Department is responsible for law enforcement in the Village. Emergency numbers for Village public utilities are kept on file by the Police Department. If a problem arises which affects these public utilities after normal working hours, call 708.386.3800 and the police will notify the proper authority. Dial 911 for all emergencies.

## **Public Health Department**

The Public Health Department is responsible for enforcing State and Village health codes.

### **Animal Control Division**

Animal Control issues pet licenses.

### **Environmental Health Division**

The Environmental Health Division regularly inspects restaurants, grocery stores, nursing homes, daycare centers and a variety of other types of establishments. In addition, the division investigates complaints regarding garbage storage and disposal, pollution, rodents and insects.

### **Human Health Services Division**

The Human Health Services Division focuses on the health needs of individual citizens in the Village through its Home Care Program, Maternal and Child Health Care Program and Communicable Disease Control Program. In addition, it also sponsors the Adult Health Maintenance Program and a Senior Health Maintenance Program. Services are provided and available to Oak Parkers of all ages.

Literature describing Public Health Services is available at Village Hall.

## **Public Works Department**

### **Engineering Division**

The Engineering Division has contact with management of rental properties when concerns about sidewalk replacement, alley resurfacing or private off-street parking lots arise.

### **Forestry Division**

The Forestry Division is responsible for enforcing Village Agricultural Codes. This division has contact with management of rental properties when caring for, removing, and/or planting trees and shrubs.

### **Parking Services Division**

The Parking Division is responsible for Village parking lots and the Parking Clearinghouse that attempts to match available parking spaces with residents who need them. Tenants in need of on-street emergency overnight parking passes should call 358.NITE (6483).

### **Street Lighting Division**

The Street Lighting Division is responsible for noting outages in lighting in streets and alleys, for maintaining the streetlights throughout the Village and for maintaining traffic signals.

### **Streets and Sanitation Division**

The Streets and Sanitation Division is responsible for a myriad of services, including leaf collection, snow removal, street cleaning, collection of refuse and certain bulk items from rental properties with less than six units, and mall maintenance.

### **Water and Sewer Division**

The Water and Sewer Division is responsible for the maintenance of water and sewer service. The Village repairs the water service line from the water main to the shut-off valve in the parkway. Management is responsible for the repair of the water service line between the property and the water shut-off valve and for rodding and maintaining the house sewer from the property to the street curb line. Should difficulties arise, a plumber, as well as this division, should be contacted for assistance.

## **Village Clerk's Office**

The Village Clerk's Office is responsible for issuing annual building licenses for rental properties containing four or more units. This office has contact with management of rental properties when copies of Village codes and ordinances are obtained.

Management should encourage tenants to contact the Village Clerk's Office regarding: bicycle registration, business licenses, motor vehicle stickers and voter registration.

## **Village Manager's Office**

The Village Manager's Office is responsible for coordinating departments within the Village Hall. The Village Manager is the chief administrative official of the Village government. Management of rental properties may contact this office with questions and/or difficulties concerning the services rendered by the Village. This office may also have contact with Village agencies and may aid management in resolving difficulties that might arise.

Agencies located in the Village that may help regarding management practices are listed below.

## **Building Owners and Managers Association (BOMA)**

The purpose of this association is to provide a forum for the exchange of information regarding the management of rental property. In addition, BOMA can also arrange for a group purchase price for products and services.

The association is open to owners and managers of rental property in the Village. An annual membership fee is charged.

For additional information, write to Post Office Box 1507, Oak Park, Illinois, 60303 or call 708.771.0880.

## **Oak Park Development Corporation**

This organization assists in matching available commercial sites with possible tenants and administers low-interest rehabilitation loans for businesses, in cooperation with the Village's Development Services Department. It also seeks developers for Village owned commercial buildings. For further information stop in at 104 North Oak Park Avenue or call 708.383.3838.

### **Oak Park Housing Authority/Residence Corporation**

The Oak Park Housing Authority is a municipal agency whose staff administers a federally funded housing program, Housing Choice Voucher Program. Formerly known as Section 8, this program provides rental assistance payments to rental property management on behalf of low- and moderate-income tenants.

The Residence Corporation administers the Apartment Improvement Grant Program (AIG) that provides grants of up to \$2,000 per unit to improve or rehabilitate a unit to be occupied by an assisted household, as well as manages and owns multi-family buildings.

For further information, contact the Oak Park Housing Authority or Residence Corporation at 21 South Boulevard, 708.386.9322.

### **Park District of Oak Park**

Parks and Recreation consists of five operating divisions that plan and implement a comprehensive program of leisure services and facilities for the community.

**The Building and Grounds Division** is concerned with the maintenance of all park and recreation land and facilities.

**The Community Centers Division** operates seven recreation centers and one conservatory.

**The Recreation Program Division** provides programs and special events for all ages.

**The Lighted Schoolhouse Division** provides adult leisure activities and educational programs.

**The Revenue Facilities Division** includes the operation of the two outdoor swimming pools in the summer and indoor ice rink in the winter.

### **Oak Park Regional Housing Center**

The Oak Park Regional Housing Center is a free, not-for-profit, housing referral agency. The center's policy is to assist in stabilizing diversity in the Village and neighboring suburbs.

Staff members at the center counsel clients regarding the Village's racial diversity policy and provide listings of available rental housing units based on this policy. The center provides free consultation for local management through the unique Preview Program. Management may list available units with the center by phone or in person, at which time an appointment can be made for the viewer to see the unit and write a description that is provided to Housing Center clients seeking housing.

Other Housing Center activities include involvement in the Chicago Fair Housing Network, Chicago Metropolitan Strategy Group and the Oak Park Exchange Congress. The Housing Center has also helped to sponsor and conduct management workshops and the Austin-Schock house walks.

For further information stop in at 1041 South Boulevard or call 708.848.7150.

### **Oak Park Township**

The Oak Park Township Office is located at 105 South Oak Park Avenue.

The four major areas of concentration are: mental health, senior citizens, youth related programs and general assistance. Additional assistance is available regarding real estate taxes and voter information/registration.

For further information call 708.383.8005 between 9 am and 5 pm, Monday through Friday.

# DIRECTORY

## THE HOUSING SEARCH

Oak Park Regional Housing Center . . . . .	848.7150
Oak Park & River Forest Board of Realtors . . . . .	386.0150

## OAK PARK LAW REGARDING RENTING

Building and Property Standards Department . . . . .	358.5430
Community Relations . . . . .	358.5423

## USEFUL INFORMATION

Police Department, (Emergency 911) . . . . .	386.3800
Fire Department, (Emergency 911) . . . . .	445.3300
Village Hall . . . . .	383.6400
Community Relations . . . . .	358.5423
Village Trustees . . . . .	358.5784
Village Clerk . . . . .	358.5670
Park District of Oak Park . . . . .	383.0002
Family Services and Mental Health Center	
Oak Park & River Forest . . . . .	383.7500
Oak Park Housing Authority (housing assistance) . . . . .	386.9322
Oak Park Regional Housing Center (rental listings) . . . . .	848.7150
Oak Park Township . . . . .	383.8005
Senior Citizen Services . . . . .	383.8060
Township Youth Services . . . . .	445.2727
School District 97 (elementary) . . . . .	524.3000
School District 200 (high school) . . . . .	383.0700
Senior Citizen Nutrition Center . . . . .	383.8060
Triton College . . . . .	456.0300
West Suburban Special Recreation Association (special needs young people) . . . . .	453.4100

## CIVIC ORGANIZATIONS

Chamber of Commerce . . . . .	848.8151
Friends of the Library . . . . .	383.5030
Historical Society . . . . .	848.6755
Oak Park Civic Arts Council . . . . .	358.5690
Oak Park Tour Center . . . . .	848.1978
Oak Park Visitors Center . . . . .	848.1500

An annual directory of Village agencies, services, and merchants is distributed by the Oak Park and River Forest Chamber of Commerce. A free copy may be obtained from their office at 1110 North Boulevard.

# COMMUNITY PROFILE 2003

## General Information

### Points of Interest

3 Historic Districts  
 14 Landmarks  
 Frank Lloyd Wright Home & Studio  
 Ernest Hemingway Birthplace  
 Ernest Hemingway Museum  
 Pleasant Home  
 Unity Temple  
 Oak Park Conservatory  
 Cheney Mansion  
 Scoville Park

**Incorporation** January 25, 1902

**Population** 52,524

**Median Age** 36  
 Under 18 24.2%  
 Over 65 9.5%

### Racial Profile

White 69%  
 Black 22%  
 Other Races 9%

**Mean Income** \$81,703

**Land Area** 4.5 Square Miles

**Financial Institutions** 8 banks

### Fire Classifications

Class 2 rating — 3 fire stations  
 Accredited Fire Department  
 Accredited EMS Department

### General Information

Several social service agencies dealing with housing, economic development, mental health, health care, youth and senior citizen services.

## Government

Home Rule Authority  
 Elected: Village President,  
 6 Village Trustees & Village Clerk  
 Appointed: Village Manager

## Health Care

2 Community Hospitals  
 1 Kidney Dialysis Center  
 1 Mental Health Center

## Library

1 main library and 2 branches

## Parks & Recreation Facilities

7 recreation centers  
 16 parks  
 (2 with outdoor swimming pools and 1 indoor skating rink)  
 5 private athletic clubs  
 1 plant conservatory

## Police

Department located in lower level of Village Hall (Madison & Lombard, 123 Madison Street) plus 7 Resident Beat Officers and several satellite stations throughout the Village.

## Utilities

Electricity: ComEd  
 Natural Gas: Nicor  
 Local Phone Service: SBC, AT&T  
 Water Source: Lake Michigan  
 Cable: Comcast

## Tourism Information

Oak Park Visitors' Center (Lake & Forest)

## Places of Worship

4 Jewish congregations  
 45 Protestant churches (23 denominations)  
 5 Roman Catholic parishes

## Schools

### District 200

1 public high school  
 ACT Scores 22.6  
 SAT Scores 589 verbal  
 597 math  
 20 National Merit Scholarship semi-finalists and  
 54 Commended semi-finalists  
 4 National Achievement semi-finalists in the National Achievement Scholarship Program for Academically Able African American Students and  
 5 Commended semi-finalists  
 3 National Hispanic Recognition Program finalists  
 178 Illinois State Scholars

### District 97

8 public elementary schools  
 2 public middle schools

### Private

6 elementary schools  
 1 Catholic co-ed high school  
 1 Catholic girls' high school in the area  
 2 colleges in the area

### District 504

1 community college in the area

## Housing

### Construction Improvements/Valuation 2002

Building Permits 6,130  
 Valuation of Improvements \$86,884,045

## Home Costs

Average \$355,892  
 Median 653 sold \$325,000

## Condo and Townhome Costs

Average \$158,577  
 Median 430 sold \$142,250

## Rental Rates

Studio \$565 - \$650  
 1 Bedroom \$685 - \$900  
 2 Bedrooms \$900 - \$1400  
 3 Bedrooms \$1100 - \$1600  
 Homes \$1500 - \$2200 (parking, heat, cable & utilities not included)

## Housing Stock

Housing Units 23,723  
 Occupied Housing Units 23,079  
 Rented 10,093  
 Owned 12,986  
 Family Household 12,980 (2 or more related persons)  
 Avg. persons per household 2.26  
 Single-family dwellings 10,029  
 2-flats 759  
 3-flats 116  
 Townhomes 375

Multi-family dwellings (4 or more units)

Rental buildings 432  
 number of units 7,761  
 Condo buildings 253  
 number of units 4,233

Vacancy Rate 6.5% Renter 2.0% Owner

Tax Rate 2001

12.940% (VOP Share = 1.671%)

## Bond Rate

Moody's Aa3  
 Standard & Poor's AA

## **Transportation**

Distance to O'Hare International Airport: 10 miles (25 minutes)

Distance to Midway Airport: 8 miles (28 minutes)

Distance to Downtown Chicago: 9 miles (20 minutes — via Eisenhower Expressway or public transportation)

### **Parking Services**

On-street parking prohibited between 2:30 and 6 am except in certain permit areas.

Parking Clearinghouse information and permits for more than 100 Village parking lots and parking areas are available at Village Hall.

### **Vehicle Stickers**

\$45 per year (\$35 for seniors & disabled citizens)  
Due annually in July

### **Public Transportation**

2 rapid transit lines  
(CTA Blue & Green lines)  
17 bus routes  
(PACE & CTA)

Senior bus service  
(Oak Park Township)

1 commuter rail line  
(Metra West Line)

2 taxi-cab companies  
(Blue Cab & Red Cab)

**Landlord Handbook**  
An Operational Manual

**Revised Edition**  
January 2004

**Edited By**  
Community Services Department  
Community Relations Division  
Village of Oak Park  
Oak Park, Illinois

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