



Dear Residential Rental Property Owner:

On August 3, 1998, the President and Board of Trustees amended the Wheeling Municipal Code to add Chapter 4.84 *Rental Residential Property*. This chapter provides for the establishment of a licensing and inspection program for all rental residential properties within the Village of Wheeling. On November 23, 2015, Chapter 4.84 was amended by Ordinance No. 4965.

In summary, the Ordinance requires each individually titled rental residential property in the Village, including single family buildings and individual condominium rental units, to be licensed following submission of an application and an interior and exterior inspection of the property. Each license fee for a single family building or individual condominium rental unit will be \$100.00 per building or unit. You will be notified when it's time to renew your rental license.

Attached is the appropriate application needed for your residential rental property. Also enclosed is the *Village of Wheeling- Consent to Rental Residential Inspection* form and the Wheeling Safe Communities Lease Addendum. These forms must be signed by the owner and by the tenant/s where applicable and submitted prior to an inspection being conducted. The Village Inspectors will not enter any unit unless the tenant has signed the consent form.

Property owners and/or managers must also attend a Wheeling Safe Communities seminar administered by Officer Phil Kim with the Wheeling Police Department. Please contact Officer Phil Kim at 847-459-2645 within 90 days to reserve a time slot.

Please complete the enclosed application and submit it, along with the completed consent form, lease addendum and the fee of **\$100.00** indicated above to:

Village of Wheeling  
Rental Residential Property Program  
Community Development Department  
2 Community Blvd.  
Wheeling, IL 60090

Should you have any questions regarding the program or the application, please feel free to contact the Village of Wheeling Community Development Department at 847-459-2620.



**Village of Wheeling**  
**Consent to Rental Residential Inspection**  
 (Please read and sign)

I, \_\_\_\_\_, the lessee/occupant of the residential rental unit commonly  
 (Lessee name)  
 known as \_\_\_\_\_, unit # \_\_\_\_\_, Wheeling, Illinois, do  
 (Street Address)  
 hereby consent to and authorize the Village of Wheeling to conduct an inspection, and if required,  
 a reinspection of the above referenced unit for purposes of compliance with the Village of  
 Wheeling’s Rental Residential Property Inspection Ordinance, Chapter 4.84 of the Wheeling  
 Municipal Code.

I, as lessee, do hereby authorize the owner/managing agent of said property to allow the Village  
 of Wheeling entry, and if required, re-entry to the above referenced unit in my absence for the  
 purpose of compliance with the Village of Wheeling’s Rental Residential Property Inspection  
 Ordinance, Chapter 4.84 of the Wheeling Municipal Code.

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Phone number \_\_\_\_\_ Email \_\_\_\_\_

**Pueblo de Wheeling**  
**Consentimiento para Inspeccion de Renta Residencial**  
 (Por favor leer y firmar)

Yo, \_\_\_\_\_, el inquilino/ocupante de la residencia o unidad de renta en  
 (Nombre del Inquilino)  
 \_\_\_\_\_, numero de unidad # \_\_\_\_\_, Wheeling, Illinois,  
 (Direccion)  
 doy consentimiento y autorizacion al pueblo de Wheeling para conducir un inspeccion, y si  
 demandado, un reinspeccion de la unidad apuntado encima con el proposito de cumplir con la  
 Ordenancia de Inspecciones de Propiedades para Residenciales de Renta en el pueblo de Wheeling,  
 Capitulo 4.84 delCodigo Municipal de Wheeling.

Yo, siendo el inquilino, doy autorizacion al dueno/gerente de sierta propiedad, la entrada al pueblo  
 de Wheeling, y si demandado, reentrada a la unidad apuntado encima, en mi ausencia, con el  
 proposito de cumplir con la ordenancia de inspecciones de propiedades residenciales de renta en  
 el pueblo de Wheeling, Capitulo 4.84 delCodigo Municipal de Wheeling.

Inquilino \_\_\_\_\_ Fecha \_\_\_\_\_

Numero de telefono \_\_\_\_\_ Correo electronico \_\_\_\_\_

## **Wheeling Safe Communities Lease Provision**

1. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate criminal activity within the Village of Wheeling, which includes the leased premises, at .
2. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household.
3. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.
4. The Tenant is vicariously liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.
5. **VIOLATION OF ANY OF THE ABOVE PROVISIONS MAY CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be a serious violation and may constitute material non-compliance with the lease. It is understood and agreed that a single violation may constitute good cause for IMMEDIATE termination of the lease under the Illinois Compiled Statutes; provided, however, that a violation shall not be good cause to terminate the tenancy if the immediate termination of the lease would violate Section 1-2-1.5 of the Illinois Municipal Code (65 ILCS 5/1-2-1.5). Unless otherwise provided by law, proof of violation may not require criminal conviction, **BUT SHALL BE BASED ON A REVIEW OF THE SPECIFIC EVIDENCE SUPPORTING THE VIOLATION.** Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner.
6. A Tenant who is an innocent party or the victim of a crime, including but not limited to actual or threatened domestic violence or sexual violence will not be in violation of this Crime Free Lease Provision or subject to eviction. Nothing in this Provision prohibits the eviction of the perpetrator of the domestic violence, sexual violence, or other criminal activity. **A TENANT IS ENCOURAGED TO REPORT CRIMES WITHOUT FEAR OF HIS/HER STATUS AS A TENANT.**
7. A Tenant will not be in violation of this Wheeling Safe Communities Lease Addendum or subject to eviction based on:
  - a) Contact made to the police or seeking other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
  - b) An incident or incidents of actual or threatened domestic violence or sexual violence against the tenant, household member, or guest occurring in the rental unit or on the premise; or

c) Criminal activity or a local ordinance violation occurring in the rental unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest or other party.

8. In case of conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern.

9. For purposes of this lease addendum, criminal activity shall mean:

(i) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 1961, 720 ILCS 5/9-1, et seq.

(ii) Any offense defined and prohibited by Article 10 (Kidnapping and related offenses) of the Criminal Code of 1961, 720 ILCS 5/10-1, et seq.

(iii) Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-14.1 (Soliciting Prostitution), Section 11-14.3 (Promoting Prostitution - pandering, keeping a place of prostitution), Section 11-20.1 (Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 1961, 720 ILCS 5/11-14, 5/11-14.1, 5/11-14.3, 5/11-20.1, and 5/11-21.

(iv) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 1961, 720 ILCS 5/12, et seq.

(v) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 1961, 720 ILCS 5/16-1, et seq.

(vi) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 1961, 720 ILCS 5/20-2, et seq.

(vii) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 1961, 720 ILCS 5/24-1, et seq.

(viii) Any offenses defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 1961, 720 ILCS 5/25-1 et seq.

(ix) Any offense defined and prohibited by Section 26-2 (Disorderly Conduct) of the Criminal Code of 1961, 720 ILCS 5/26-1, et seq.

(x) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 1961, 720 ILCS 5/28-1, et seq.

(xi) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 1961, 720 ILCS 5/31-1, et seq.

(xii) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.

(xiii) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/100, et seq.

(xiv) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.

(xv) Any offense that constitutes a felony under the Criminal Code of 1961, 720 ILCS 5/1-1 et seq., including, but not limited to, those set forth above.

(xvi) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.

(xvii) Any offense defined and prohibited by Articles I through V of Chapter 15, "Offenses and Miscellaneous" and Chapters 14 and 16 of the Wheeling Village Code.

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Resident Signature

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Date

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Resident Signature

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Date

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Property Owner/Manager Signature

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Date

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Address of Rental Property



# VILLAGE OF WHEELING

2 Community Boulevard  
Wheeling, Illinois 60090



## RENTAL RESIDENTIAL PROPERTY LICENSE APPLICATION

### SINGLE FAMILY BUILDING or INDIVIDUAL UNIT

Single Family Building or Single Condominium Rental Unit

(Please Print or Type)

Complex Name (if applicable) \_\_\_\_\_

Building Address \_\_\_\_\_

(Complete a separate form for each building)

Property Tax Index Number (P.I.N.) \_\_\_\_\_

### OWNERSHIP INFORMATION

Owner Name \_\_\_\_\_

Address (P. O. Box is not acceptable) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone (\_\_\_\_\_) \_\_\_\_\_ Residence Phone (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

#### For properties held in trust:

Trustee Name(s) \_\_\_\_\_

Address (P.O. Box is not acceptable) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone (\_\_\_\_\_) \_\_\_\_\_

Beneficial Interest Holder(s) (Use additional sheets if necessary) \_\_\_\_\_

### MANAGEMENT AGENT INFORMATION (if other than owner)

Property Management Firm \_\_\_\_\_

Contact Person/Agent/Manager \_\_\_\_\_

Address (P.O. Box is not acceptable) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone (\_\_\_\_\_) \_\_\_\_\_ Emergency Phone (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Emergency Contact Name \_\_\_\_\_

Address (P.O. Box is not acceptable) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

24-Hour Emergency Phone \_\_\_\_\_

**\*\*\*FOR ALL PROPERTY THAT IS A UNIT OR DWELLING PLACE WITHIN A MULTI-UNIT CONDOMINIUM, TOWNHOME DEVELOPMENT OR OTHER SIMILAR COLLECTIVE OWNERSHIP ARRANGEMENT, PROPERTY OWNER'S SIGNATURE BELOW INDICATES COMPLIANCE\*\*\***

**The rental or lease of this unit or dwelling does not violate or is otherwise in conformance with any rental or lease restriction and/or limitation established by the condominium and/or homeowners' association or any other applicable covenant, restriction, rule or regulation to which the unit or dwelling is subject.**

All of the information provided in this Application is true and correct to the best of my knowledge.

\_\_\_\_\_  
Property Owner

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

Section 404 Area for sleeping purposes: Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.

404.4.4 Prohibited occupancy: Kitchens and non-habitable spaces shall not be occupied for sleeping purposes. Where a living room, dining room, or combined living/dining room spaces are required by 404.5, such rooms shall not be occupied for sleeping purposes.

International Property Maintenance Code 2003 as amended.

State law requires installation and maintenance of smoke detectors for all multiple family buildings. If you have any questions regarding smoke detectors, please call Wheeling Fire Department Fire Prevention Bureau at 847-459-2669.

**RENTAL DWELLING UNIT INFORMATION**

**\*\*\*MUST COMPLETE THE FOLLOWING INFORMATION\*\*\***

Total number of rooms in dwelling unit: \_\_\_\_\_

Number of Bedrooms \_\_\_\_\_

Living Room \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Bedroom #1 \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Dining Room \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Bedroom #2 \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Kitchen \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Bedroom #3 \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Other \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Bedroom #4 \_\_\_\_\_ ft. by \_\_\_\_\_ ft.

Occupancy Load for this Unit (to be completed by Village)

**Fees: \$100**

**As of March 23, 2009, Ordinance No. 4407 was adopted by the Village of Wheeling revising applicant requirements and responsibilities. All new or renewal license applications must comply with the following:**

**Section 4.84.040 (f)**

The issuance of a residential rental property license pursuant to this chapter shall not relieve the applicant's obligation from complying with all applicable rules, regulations and by-laws imposed by the condominium and/or homeowners' association, including any rental restrictions and/or limitations, to which the rental residential property is subject.

**Section 4.84.050 (g)**

For each application for a new license or a renewal of an existing license for a rental residential property that is a unit or dwelling place within a multi-unit condominium, townhome development or other similar collective ownership arrangement, the applicant must verify on the application or license renewal form that the rental or lease of the unit or dwelling does not violate or is otherwise in conformance with any rental or lease restriction and/or limitation established by the condominium and/or home homeowners' association or any other applicable covenant, restriction, rule or regulation to which the unit or dwelling is subject."