

CHAPTER 15 OCCUPANCY INSPECTIONS AND PERMITS

Article 1 GENERAL PROVISIONS

11-1-1 SCOPE

The purpose of this Chapter is to create an occupancy inspection and permitting process, henceforth referred to as the Rental Property Inspection Program (RPIP), for all rented, leased, or sub-leased residential units in the Village of Aviston, to prevent deterioration of such properties, ensure rental dwellings properties are maintained free of nuisances, and to reduce the possibility of harm to the public health, safety, and welfare of all Aviston residents.

The RPIP establishes a process for the Village of Aviston to inspect all residential rental units and/or dwellings within the Village:

- (A) When a building permit has been issued within the past year and the unit(s) is ready for occupancy;
- (B) When there is a change in tenant;
- (C) At any point when the unit and/or property has a change in ownership; or.

When there are any number of complaints are forthcoming between inspections, property owners may be cited for violations of the derelict / nuisance property statutes of the Village (see Chapter 8 of this Code).

11-1-2 DEFINITIONS

In construing the intended meaning of terminology used in this Chapter, the following rules shall be observed:

- (A) Words and phrases shall have the meanings respectively ascribed to them herein unless the context clearly indicates otherwise; terms not defined in Section 11-1-3 shall have their Standard English dictionary meanings.
- (B) Words denoting the masculine gender shall be deemed to include feminine and neutral genders.
- (C) Words used in the present tense shall include the future tense.
- (D) Words used in singular number shall include the plural number, and the plural shall include the singular.
- (E) The term “shall” is mandatory; the term “may” is discretionary.
- (F) References to sections shall be deemed to include all subsections within that section; but a reference to a particular subsection designates only that subsection.
- (G) A general term that follows or is followed by enumerations of specific terms shall not be limited to the enumerated class unless expressly limited.

11-1-3 SELECTED DEFINITIONS

Whenever the following words or terms are used in this Chapter, they shall have the following meaning(s) herein ascribed to them, unless the context makes such meaning repugnant thereto;

Dwelling Unit – means a residence with two (2) or more rooms designed or used as living quarters by one (1) named tenant. A “dwelling unit” always includes a bathroom and kitchen and must also have a designated sleep area.

Living Quarters - Living quarters means the developed area within a dwelling unit but does not include basement, garage, or carport, patio, or atrium.

Occupancy Type – There are four (4) types of residential rental property types subject to inspection and permitting under the provisions of this Chapter:

- (A) Commercial refers to rental addresses that are part of a hotel, motel, or Airbnb style of enterprise. Only commercial rental units housing residents of the Village are subject to the requirements of this Chapter.
- (B) Duplex refers to a building which contains two separate residences, with each residence for one (1) family only.
- (C) Multi-family means a building or portion thereof containing three (3) or more dwelling units and includes apartment developments.
- (D) Single Family Residential means a dwelling containing one (1) dwelling unit intended for the occupancy of one (1) family.

Owner – For purposes of this Chapter, an Owner is a person or entity possessing legal title to a residential dwelling unit, development, or building that has subsequently rented, leased, or subleased said property to a tenant and/or resident.

Resident – A person who lives somewhere permanently or continuously for thirty days or more, typically identifiable as having a mailing address, utility billing, etc. Rental properties that include non-family residents as tenants are the focus of this Chapter.

Residential Unit – A place where one actually lives, as distinguished from a place of temporary sojourn, to include every separate dwelling unit occupied for residential purposes by one (1) or more persons, contained within any type of building or structure.

Tenant is used to describe an individual who has a contractual relationship giving him / her the right to use or to occupy a particular dwelling / premise that said individual does not own. Specifically, all Residents of rental dwelling units are Tenants, but not all Tenants are Residents.

11-1-4 OWNER ACCESS

- (A) A tenant shall not unreasonably withhold consent to the owner to enter the dwelling unit:
 - 1. to make necessary or agreed repairs, decorations, alterations, or improvements.
 - 2. to supply necessary or agreed services.

3. to enable inspections authorized or required by any government agency, to specifically include Code Official(s) provided through the provisions of this Chapter.
 4. to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen, or contractors.
 5. to exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement.
 6. for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require the access.
 7. to determine a tenant's compliance with provisions in the rental agreement; or
 8. in case of an emergency.
- (B) The owner shall not abuse the right of access or use it to harass the tenant.
- (C) Except in cases where access is authorized by item (6) or (8) of subsection (a), the owner shall give the tenant notice of the owner's intent to enter of no less than 2 days. The notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit, or by other reasonable means designed in good faith to provide notice to the tenant. If access is required because of repair work in common facilities or other apartments, a general notice may be given by the owner to all potentially affected tenants that entry may be required.
- (D) In cases where access is authorized by item (6) or (8) of subsection (a), the owner may enter the dwelling unit without notice or consent of the tenant. The owner shall give the tenant notice of the entry within 2 days after the entry.
- (E) The owner may enter only at reasonable times except in case of an emergency. An entry between 9:00 A.M. and 8:00 P.M. or at any other time expressly requested by the tenant shall be presumed reasonable.
- (F) Nothing in this Section shall be construed to supersede any provision of any federal or State law that provides greater protections than the rights established under this Section. The rights established under this Section shall not be diminished by any State law."

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11-1-5 IMPLEMENTATION, FEES, AND PENALTIES

- (A) All rental properties within the Village of Aviston, as defined specifically as one of four rental property occupancy types in 11-1-3 above, are subject to the provisions of this chapter
- (B) INITIAL INSPECTION AND PERMITTING
1. Initial inspection and approval of duplex, multi-family, and commercial types will be completed at the per unit level.
 2. Owners of occupancy units that require Inspection and Permitting per 11-1-1 above should schedule the required inspection by contacting the Village Clerk.

The Village Code Official will then contact the Owner to schedule and complete an Initial Inspection.

3. Owners of occupancy units that have been identified by the Village as requiring Inspection and Permitting will be given notice to schedule an initial compliance inspection within 30 calendar days from said notice. Failure to schedule the required inspection are subject to fines up to \$100 per month, per unit until said unit(s) receives initial inspection.
4. Units that pass all elements of the Inspection Checklist shall be issued an Occupancy Permit that is valid for not less than twelve months, except in cases where there is a change in ownership. Occupancy permits are not transferrable.
5. Failure to successfully obtain an initial Occupancy Permit by 31 December 2023 is subject to a one-time \$500 fine per occupancy unit.
6. Owners of units having current tenants that fail to obtain an initial Occupancy Permit within 90 days of initial inspection are subject to fines up to \$500 per month, per unit until said unit(s) passes inspection. Unpermitted units that are also unoccupied will not have water service initiated until the permitting process initiated via payment of fee(s) and scheduling of initial inspection is complete.

(C) REINSPECTIONS

1. Upon receipt of a notice of deficiencies, the applicant shall correct all such deficiencies and advise the Code Official that the deficiencies have been corrected within ninety (90) days. Failure to correct the deficiencies and so advise the Code Official within ninety (90) days shall cause the application to lapse and no re-occupancy or pre-occupancy permit shall be issued until a new application is filed and a new inspection made.
2. When the Code Official has received notice that deficiencies have been corrected, a follow-up inspection shall be completed. If all noted deficiencies have been corrected, an Occupancy Permit will be issued. As stated in 11-1-4 (F) below, the residential inspection permit fee allows for one follow up inspection per unit. Additional inspections required for approval will incur an additional \$20 fee for each.
3. Notwithstanding action correcting deficiencies noted in the original Checklist, the Village shall not issue an occupancy permit where there remains noncompliance with the code where such noncompliance has first occurred following the initial inspection, or was not apparent upon use of reasonable diligence by the inspector upon the first inspection.
4. If, in the view of the applicant, the Code Official has identified items for redress that are beyond the scope of this Chapter, an appeal may be filed in writing with the Aviston Village Clerk.
 - i. Appeals must be filed within two calendar weeks from receipt of the deficiency notice.
 - ii. Writing appeals will be forwarded to the Chair of the Property committee of the Village Board.

- iii. The Chairperson of said Committee will review the written appeal and either reject it outright OR schedule a meeting of the Property committee to provide the appeal further review.
- iv. Items in appeal prevent the dwelling unit(s) affected from being permitted for occupancy.

(D) RECURRING INSPECTIONS

- 1. Recurring inspections and approval/permitting of duplex, multi-family, and commercial types are to be completed at the dwelling unit level per the provisions of 11-1-1 above.
- 2. When an occupancy permit has been issued for a unit but change of occupancy has not occurred within twelve (12) months following the approved inspection date, the permit shall expire, and a new occupancy permit shall be required before any occupancy may occur.

(E) PENALTIES

- 1. Any person who violates the terms and provisions of this article shall be subject to individual fines of not more than \$500.00.
- 2. The appeals process is specified in 11-1-5 (C) 4. above.
- 3. All fines will be reviewed and approved by the Village Board President.

(F) FEES

- 1. Fees are established in Table 11-1-5.
- 2. A fee of \$50 for a rental inspection permit will be applicable to each rental unit. This fee will allow for one follow up inspection if there are items to be addressed. Further inspections required for approval will incur an additional \$20 fee for each.
- 3. All fees and/or fines must be paid in full before an Occupancy Permit is issued.
- 4. The Village reserves the right to refuse water service to residential rental properties that are in violation of this Chapter.

TABLE 11-1-5: Fees for permit inspections

<i>Occupancy Type</i>	<i>Fee</i>
Single Family - Occupancy and re-occupancy permit inspections.....	\$50 for each unit
Duplex - Occupancy and re-occupancy permit inspections.....	\$50 for each unit
Multi Family - Occupancy and re-occupancy permit inspections.....	\$50 for each unit
Commercial - Occupancy and re-occupancy permit inspections.....	\$50 for each unit

11-1-6 ROLES AND RESPONSIBILITIES

It is the responsibility of rental property Owners to initiate contact with the Village for all initial and subsequent inspections to ensure receipt of approved Occupancy Permit status NLT 31 Dec 2023. Every person who conveys or rents property, and every real estate agent or broker, attorney, or person acting on behalf of a person who conveys or rents property, shall disclose in writing to the person(s) or entity(ies) to whom the property is being conveyed or rented that the property is subject to the requirements of this chapter and that occupancy permits shall be required for residential rental dwelling units. Written disclosure shall be made prior to execution of any written contract for conveyance or rental of the property, or prior to conveyance or rental if no written contract is executed.

It is the responsibility of dwelling unit Owners to allow the Village sufficient time to inspect, consider, and ultimately approve an occupancy permit prior to tenant(s) moving in.

No occupancy permit shall be issued for a unit where discrepancies remain unresolved. Additionally, no permit shall be issued if the owner or occupant, or prospective owner or occupant denies access to the premises for inspection or re-inspection or takes other action or fails to take necessary action which has the effect of precluding inspection or re-inspection by the Village.

11-1-7 ADMINISTRATION AND ENFORCEMENT

- (A) Inspections will be completed by an employee of the Village.
- (B) Inspection and Compliance Records will be maintained by the Village Clerk.
- (C) Violations and penalties will be assessed and levied by the Chief of Police.
- (D) Appeals that are filed with the Village Clerk will be considered by the Property Committee of the Village Board.

Article 2 REGULATIONS

11-2-1 INSPECTION ITEMS

It is the responsibility of rental property Owners to initiate discussions with the Village for all initial and subsequent inspections to ensure receipt of approved Occupancy Permit status NLT 31 Dec 2023. The Rental Property Inspection Program allows the village to inspect all rental dwellings defined in this Chapter for a list of items derived from this Chapter. This list is provided as 11-2-11 and includes -but is not limited to- the following:

11-2-2 ILLUMINATION AND ELECTRICITY

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. All common areas such as hallways and stairways must be lighted. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Bedrooms shall have a minimum of two working receptacles. Electrical outlets, light switches and fuse or breaker boxes shall be securely mounted, with all covers installed. All circuits within breaker boxes shall be clearly labeled. Electrical wiring shall not be frayed, bare, exposed or have illegal splicing (e.g., splice, termination, or junction not in an enclosed junction box). The use of extension cords to meet the basic requirements of this chapter is not permitted.

11-2-3 STRUCTURE AND MATERIALS

The dwelling unit must be structurally sound and protect the occupants, using proper maintenance and construction practices. Address numbers at least four inches high and contrasting with their background shall be placed on the building, for each permitted space. The unit must be weather-proofed and guard against vermin infiltration. Walls, ceilings, floors, doors, etc., shall be in good repair, clean and free of cracks or holes.

11-2-4 MECHANICAL SYSTEMS

Laundry rooms must have GFCI appliance receptacles. All furnace and water heater units must be properly vented, with exhaust flues properly assembled with 3 screws per joint. A readily accessible gas shut-off valve is required at all gas appliances.

11-2-5 INTERIOR AIR QUALITY

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. All dwelling units shall have an approved and functioning smoke detector within 15 feet of all sleeping areas, with at least one on each level. Per Illinois Public Act 094-0741, as of January 1, 2007, all homeowners, landlords, and building owners are required to install carbon monoxide (CO) detectors within 15 feet of rooms used for sleeping. This law applies only to those occupancies that use fossil fuel to cook, heat, or produce hot water, or occupancies that are connected to an enclosed garage.

11-2-6 EXTERIOR SURFACES

Surfaces must be properly installed, structurally sound, weather resistant and free from obvious rodent access points. Sidewalk, steps, and driveways shall be properly maintained and free of hazards. Handrails and guardrails will also be inspected. Yard areas and fence/gates will be checked for proper maintenance and hazards. Exterior walls or structures must be in good repair, e.g., all painted surfaces should be free from signs of long-term neglect (unaddressed rot and/or widespread peeling on two or more sides of the structure. Chimneys shall be in good repair, with no loose brick. Accessory structures shall be properly maintained and free from obvious rodent access points.

11-2-7 SANITARY FACILITIES

The dwelling unit must include a sanitary facility (bathroom) within the unit. The facilities must have hot and cold running water and must be properly trapped and vented. Each bathroom must have GFCI receptacles, at least one light fixture, and exhaust capability through either an operational window or ventilation fan that directs exhaust outside. The facilities must utilize an approved public or private disposal system, to include a locally approved septic system. All plumbing fixtures, drains and piping must be maintained in good working order, and kept free of obstructions, leaks, and obvious defects. Common hallways, stairs, basements, and mechanical areas must be in good repair and free of any hazardous or unsanitary conditions.

11-2-8 FOOD PREPARATION AND REFUSE DISPOSAL

All dwelling units must have suitable space and equipment to store, prepare and serve food in a sanitary manner. All required equipment must be in proper operating condition. According to the rental agreement or lease, equipment may be supplied by either the owner or the family. The kitchen sink must have hot and cold running water and drain into an approved public or private system. Kitchens require GFCI receptacles within six feet of the sink. Waste and refuse storage facilities may include trash cans or dumpster facilities. Refuse and recycling containers must be provided to properly store refuse and recyclables between collection days and refuse areas must be clean and adequately sized.

11-2-9 SPACE AND SECURITY

As defined 11-1-3, all dwelling units within rental properties shall consist of two (2) or more rooms designed or used as living quarters. A "dwelling unit" always includes a bathroom and kitchen. Kitchens must include a stove, refrigerator and sink within the unit.

The dwelling unit must provide adequate space and security for tenants / residents; minimum unit floorspace for a single tenant is 300 square feet. For the purposes of determining occupancy load, every bedroom occupied by one person shall contain at least 75 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 11-2.

11-2-10 SAFETY AND EGRESS

Per the Illinois Residential Code R310.1, Emergency Escape and Rescue Opening, every sleeping room shall have not less than one operable emergency escape and rescue opening. Where

basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room, or it cannot be counted as a such for purposes of this RPIP. Specifically, regarding egress openings, all window and door surfaces (including the frames) must be in sufficient condition to support the proper operation of windows, doors, and their locking mechanism. Additionally, all doors required as public or common area exits or as a means of egress shall be capable of being opened from the inside without the use of a key. There must be at least one operable window in both the living room and each sleeping room. Rooms designated as sleeping rooms in the RPIP application that do not have two forms of egress (door and external door OR door and operable window) cannot be counted as bedrooms for purposes of this RPIP. Required egress windows must not be painted or nailed shut. Screens, where present, shall be in good repair.

TABLE 11-2: Space Requirements by Room - Minimum Area in square feet

<i>Number of people</i>	<i>1 – 2</i>	<i>3 – 5</i>	<i>6 or more</i>
Living / Family	150	200	250
Kitchen / Dining	75	125	175
Sleeping Area(s)	One occupant	75 SQ FT	7’- 6” X 10’ – 0” or larger
	Two or more occupants	50 SQ FT per	50 SQ FT per or larger

11-2-11 INSPECTION CHECKLIST

See attached Property Inspection Checklist.

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-- VILLAGE OF AVISTON PROPERTY INSPECTION CHECKLIST --
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ADDRESS _____ PROPERTY OWNER _____

OCCUPANCY TYPE * _____ DATE OF INSPECTION INITIAL RETURN

* SINGLE FAMILY // DUPLEX // MULTI-FAMILY // COMMERCIAL

INTERIOR (11-2-2; 11-2-3; 11-2-4; 11-2-5; 11-2-10)

- Interior ceilings and walls in good repair: _____
Working Smoke detectors at every level, within 15ft of bedrooms: ____
Working CO detector within 15 ft of bedrooms: _____
All egress window hardware and glass in good working order: _____
Window screens maintained and in good shape: _____
No extension cords used for permanent power: _____
Electric cover plates installed: _____
Fuse/breaker box clear of defects and circuits are labeled: _____
Laundry receptacles GFCI or single use and grounded if within 6 ft of a sink: ____
Heat/Wat. Heat units properly vented and 3 screws per joint: ____
Gas shut-off at all appliances: _____
Ingress and Egress clear path to the outside. Doors to the exterior operable: ____
Exterior door locks operable from the inside without the use of a key: _____

LIVING / FAMILY ROOM Size _____

BATHROOMS (11-2-7)

- All receptacles GFCI protected (NEC210.8A): _____
Water on, no leaks: _____
At least one operational light fixture: _____
Operational Ventilation Fan, or window: _____

KITCHEN / DINING ROOM (11-2-8) Size _____

- Includes stove (Gas / Electric) Includes refrigerator Includes sink
Receptacles GFI protected (within 6' of sink): _____
Water on, no leaks: _____

BEDROOMS (11-2-2; 11-2-10)

- Master or #1 - Size _____ Meets Egress (Y / N)
- #2 - Size _____ Meets Egress (Y / N) - #3 - Size _____ Meets Egress (Y / N)
- #4 - Size _____ Meets Egress (Y / N) - #5 - Size _____ Meets Egress (Y / N)
- Two outlets in each bedroom: (1) ____ (2) ____ (3) ____ (4) ____ (5) ____
- Egress windows operable: (1) ____ (2) ____ (3) ____ (4) ____ (5) ____

GARAGE (11-2-3; 11-2-10)

____ Garage door safety sensors, if in place, operational: _____

EXTERIOR (11-2-3; 11-2-6)

- ____ House numbers visible and 4" tall min: _____
- ____ Outside appearance maintained: _____
- ____ No dead or obviously diseased/dying trees on the property: _____
- ____ Landscaping must not obscure 50% or more of any outside wall of unit(s): _____
- ____ Gutters/downspouts in good repair & discharge away from structure: _____
- ____ Foundation/exterior walls in good repair: _____
- ____ Handrails and guard rails secure: _____
- ____ Accessory structures in good repair: _____
- ____ Decks, porches, balconies maintained: _____
- ____ Chimneys in good repair: _____
- ____ Ext. receptacles GFCI protected (Readily accessible only) (NEC210.8(A)): _____
- ____ Sump pump discharges to outside (not the sanitary sewer system): _____
- ____ Driveway/sidewalk in good repair: _____

NOTES:

Inspected By: _____ Date: _____ ____ Approved ____ Not Approved ____ Occupancy Load
