

TENANT

RESPONSIBILITY

ACCOUNTABILITY

PROGRAM

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Tenant Responsibility & Accountability Program

Mission: The *Tenant Responsibility & Accountability Program (TRAP)* seeks to protect the rights of Rental Property Owners (Landlords) by reducing criminal damage to investment rental properties through tough enforcement of our existing laws on criminal damage to property (720 ILCS 5/21-1). **TRAP** will also assist property owners in recovering restitution for property damage caused by criminal acts of tenants.

How TRAP Works: Proving a criminal damage to property case in court can be difficult. In order for the State's Attorney's Office to successfully prosecute these cases, property owners and property managers must follow several simple, but effective, procedures.

Step One: A *Move-in / Move-out Inspection Report* **must** be completed and signed by both the tenant and the property owner/manager prior to the tenant taking possession of the property. The *move-in / move-out Inspection Report* **must** also be completed and signed as soon as the tenant vacates the property. The Inspection Report is critical to the case because it provides a check-list of the property, and describes the condition of the property prior to move-in and after move-out.

Step Two: Photographs **must** be taken of the property prior to the tenant's move-in. These photographs must accurately depict the property as it looked at the time of the *Move-in Inspection Report*, and will prove that the property was in good condition when the tenant took possession. Photographs **must** be taken of the property after the tenant vacates the property and must accurately depict the property as it looked at the time of the *Move-out Inspection Report*, and will prove that the property was damaged when the tenant vacated possession. These "before" and "after" photographs are important in illustrating the extent of the damage to both the judge and the jury. Digital photographs are preferred, but print photographs will also be accepted.

Step Three: Upon discovery of damage, notify your law enforcement agency so an officer can come to the property and take a report. It is important for you to follow up with the reporting officer after some time has elapsed to ensure the officer has all the necessary information (i.e. photographs, move-in / move-out report, etc.).

Step Four: A *damage estimate* must be completed by a qualified individual, documenting the cost of labor and materials needed for repair of the criminal damage caused by the tenant. The actual cost of repair for damage will determine the level of charge and amount of restitution. At the State's Attorney's Office, we recognize some damage cases may not warrant a third party *damage estimate*. However, when the damage is extensive, a *damage estimate* completed by a third party is preferred. Remember that you must provide the *damage estimate* to the officer or detective investigating the case.

What Next: If criminal charges are authorized, the Assistant State's Attorney assigned to the case will have a variety of options to dispose the case. Most importantly for you, the property owner, is *restitution*. Restitution is the right of a victim to be monetarily reimbursed for losses caused as a direct result of a crime. Restitution is limited to the out of pocket expenses the victim has incurred to repair the damaged property. Restitution does NOT include pain, suffering, mental anguish, etc.

What We Will Not Prosecute: The State's Attorney's Office will not prosecute any case where the damage qualifies as reasonable wear and tear. Additionally, we will not prosecute any case that fails to substantially comply with the procedures outlined above. Finally, we will not prosecute any case where the property owner cannot identify the tenant residing on the property that caused the damage.

CRIMINAL DAMAGE TO PROPERTY

720 ILCS 5/21-1

(1) A person commits an illegal act when he:

(a) knowingly damages any property of another; or

(b) recklessly by means of fire or explosive damages

property of another; or

(c) knowingly starts a fire on the land of another;

or

(d) knowingly injures a domestic animal of another

without his consent; or

(e) knowingly deposits on the land or in the building

of another any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building; or

(f) damages any property, other than as described in

subsection (b) of Section 20-1, with intent to defraud an insurer; or

(g) knowingly shoots a firearm at any portion of a

railroad train.

When the charge of criminal damage to property exceeding a specified value is brought, the extent of the damage is an element of the offense to be resolved by the trier of fact as either exceeding or not exceeding the specified value.

It is an affirmative defense to a violation of item (a), (c), or (e) of this Section that the owner of the property or land damaged consented to such damage.

(2) The acts described in items (a), (b), (c), (e), and (f) are Class A misdemeanors if the damage to property does not exceed \$300. The acts described in items (a), (b), (c), (e), and (f) are Class 4 felonies if the damage to property does not exceed \$300 if the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. The act described in item (d) is a Class 4 felony if the damage to property does not exceed \$10,000. The act

described in item (g) is a Class 4 felony. The acts described in items (a), (b), (c), (e), and (f) are Class 4 felonies if the damage to property exceeds \$300 but does not exceed \$10,000. The acts described in items (a) through (f) are Class 3 felonies if the damage to property exceeds \$300 but does not exceed \$10,000 if the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. The acts described in items (a) through (f) are Class 3 felonies if the damage to property exceeds \$10,000 but does not exceed \$100,000. The acts described in items (a) through (f) are Class 2 felonies if the damage to property exceeds \$10,000 but does not exceed \$100,000 if the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. The acts described in items (a) through (f) are Class 2 felonies if the damage to property exceeds \$100,000. The acts described in items (a) through (f) are Class 1 felonies if the damage to property exceeds \$100,000 and the damage occurs to property of a school or place of worship or to farm equipment or immovable items of agricultural production, including but not limited to grain elevators, grain bins, and barns. If the damage to property exceeds \$10,000, the court shall impose upon the offender a fine equal to the value of the damages to the property.

For the purposes of this subsection (2), "farm equipment" means machinery or other equipment used in farming.

(3) In addition to any other sentence that may be imposed, a court shall order any person convicted of criminal damage to property to perform community service for not less than 30 and not more than 120 hours, if community service is available in the jurisdiction and is funded and approved by the county board of the county where the offense was committed. In addition, whenever any person is placed on supervision for an alleged offense under this Section, the supervision shall be conditioned upon the performance of the community service.

This subsection does not apply when the court imposes a sentence of incarceration.

(4) In addition to any criminal penalties imposed for a violation of this Section, if a person is convicted of or placed on supervision for knowingly damaging or destroying crops of another, including crops intended for personal, commercial, research, or developmental purposes, the person is liable in a civil action to the owner of any crops damaged or destroyed for money damages up to twice the market value of the crops damaged or destroyed.

(Source: P.A. 95-553, eff. 6-1-08; 96-529, eff. 8-14-09.)

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Last modified: March 4, 2010

MOVE IN / OUT INSPECTION REPORT

ADDRESS:

RESIDENT(S):

UNIT DESCRIPTION: _____ SQ FT _____ BR _____ BA

MOVE IN DATE: _____

MOVE OUT DATE: _____

<i>Items</i>	<i>Move-in Condition</i>	<i>Move-out Condition</i>
KITCHEN		
Doors		
Walls / Ceiling / Floor		
Range		
Counter tops		
Sink / Faucet / Disposal		
Refrigerator		
Dishwasher		
Cabinets		
BATHROOM		
Doors		
Walls / Ceiling / Floor		
Toilet		
Tub / Shower		
Vanity / Sink		
LIVING ROOM		
Doors		
Walls / Ceiling		
Floor / Carpet		
Blinds / Windows / Screens		
BEDROOM # 1		
Doors / Closets		
Walls / Ceiling		
Blinds / Windows / Screens		
Floor / Carpet		
BEDROOM # 2		
Doors / Closet		
Walls / Ceiling		
Blinds / Windows / Screens		
Floor / Carpet		
WINDOWS		
SMOKE DETECTOR		
LOCKS		
NUMBER OF KEYS		
FURNACE / HEATING		
ELECTRICAL FIXTURES		
ELECTRICAL OUTLETS		
OTHER		

Move In:

Move Out:

Tenant's Signature & Date

Property Owner Signature & Date

Property Owner Signature & Date

Additional Terms and Conditions

As a tenant of _____ (insert address here) _____, I accept responsibility for the care and safekeeping of the property. I will be responsible for the payment of any repairs that result from damage to the property, excluding reasonable wear and tear. I will notify the property owner and/or the property manager along with local law enforcement immediately if I discover damage has been caused to the property by another individual. I agree that if I inflict criminal damage on the owner's property, I may be criminally prosecuted for criminal damage to property (720 ILCS 5/21-1).

Tenant's Signature & Date

Tenant's Signature & Date

Property Owner Signature & Date

Resident's Signature & Date

Resident's Signature & Date

Property Owner Signature & Date