



**Board of Commissioners of Cook County
Minutes of the Human Relations Committee**

Wednesday, October 23, 2024

1:00 PM

**Cook County Building, Board Room,
118 North Clark Street, Chicago, Illinois**

COMMITTEE MINUTES

ATTENDANCE

Present: K. Morrison, Trevor, Anaya, Gordon, Miller, Quezada and Stamps (7)

PUBLIC TESTIMONY

Chairman K. Morrison asked the Secretary to the Board to call upon the registered public speakers, in accordance with Cook County Code.

1. George Blakemore

[24-5825](#)

COMMITTEE MINUTES

Approval of the minutes from the meeting of 07/24/2024

A motion was made by Vice Chairwoman Trevor, seconded by Commissioner Stamps, to approve 24-5825. The motion carried by the following vote:

Ayes: K. Morrison, Trevor, Anaya, Gordon, Miller, Quezada and Stamps (7)

[24-5139](#)

Presented by: JENNIFER KING, Executive Director, Department of Human Rights and Ethics

REPORT

Department: Department of Human Rights & Ethics

Report Title: Third Quarter FY2024 - Complaints with the Commission on Human Rights Pursuant to Section 42-34(9)

Report Period: June 1, 2024 - August 31, 2024

Summary: This report highlights human rights complaints that were investigated and closed during the third quarter of 2024.

A motion was made by Commissioner Quezada, seconded by Commissioner Gordon, to receive and file 24-5139. The motion carried by the following vote:

Ayes: K. Morrison, Trevor, Anaya, Gordon, Miller, Quezada and Stamps (7)

[24-5318](#)

Sponsored by: KEVIN B. MORRISON, SCOTT R. BRITTON and MAGGIE TREVOR, Cook County Board Of Commissioners

PROPOSED ORDINANCE AMENDMENT

AN AMENDMENT TO CHAPTER 42, ARTICLE IV, RESIDENTIAL TENANT AND LANDLORD ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 42 - Human Relations, Article IV - Residential Tenant and Landlord Ordinance, Sections 42-104(f)(12), 42-105, and 42-106 of the Cook County Code is hereby amended as Follows:

Sec. 42-104. Rental Agreements.

(f) Prohibited Provisions. A rental agreement shall not provide that the tenant or the landlord:

(12) Agrees that the landlord shall ~~not~~ impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees and move-in fees. A landlord shall not rename a fee or charge to avoid application of this prohibition.

Sec. 42-105. Tenant rights.

(a) In addition to any rights provided under federal or state law, a tenant shall have the rights specified in this section under the circumstances herein set forth.

(b) Tenant right to disclosure of costs.

(1) The tenant shall have the right to disclosure of utility costs. A landlord shall disclose to

the tenant whether the landlord or tenant bears the responsibility for payment of the cost of a utility for the dwelling unit.

(2) In rental agreements in which the tenant pays the cost of a utility for a dwelling unit and is directly responsible to the utility company, the utility service shall be individually metered to the dwelling unit, and the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous 12 months, if known.

(3) In rental agreements in which the tenant pays the cost of a utility for a dwelling unit to the landlord, the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous 12 months. If the landlord did not own the dwelling unit during the previous 12 months or did not pay the utility costs to the utility provider on behalf of the tenant during the previous 12 months, the landlord may satisfy this requirement by providing cost of service for a similar dwelling unit, if known, or disclose to the tenant that the utility costs are unknown to the landlord.

(4) When the landlord charges a move-in fee, the landlord shall provide the tenant with an itemized list of the landlord's reasonable estimate of the costs that comprise the move-in fee and shall not charge the tenant moving into the premises for costs associated with routine maintenance and the upkeep of the premises.

(c) Tenant right to dwelling that materially complies with habitability.

(1) A tenant shall have the right to a dwelling that materially complies with habitability and shall have the right to a remedy when the property is not in material compliance with habitability standards.

(2) Where the property is in a municipality that has adopted a municipal building code, the landlord and tenant may use that municipal code as reference for determining habitability standards. Where the property is in a municipality that has not adopted a municipal building code or is in unincorporated Cook County, the landlord and tenant may use the Cook County Building Code, Section 102-102, et seq., as reference for determining habitability standards.

(3) Habitability standards shall include, but are not limited to, any of the following circumstances:

- a. Floors with structural integrity, in sound condition, and maintained in good repair, with the safe load-bearing requirements;
- b. Buildings, structure, and parts of buildings with structural integrity, in sound

condition, and maintained in good repair;

c. Appropriate number, width, construction, location, and accessibility of exits, stairway, fire escape or directional signs with structural integrity, in sound condition, and maintained in good repair;

d. Appropriate number, location and accessibility of smoke alarms, smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors, and fire extinguishers;

e. Elevators with structural integrity, in sound condition, and maintained in good repair;

f. Flush toilet, bathroom sink, bathtub or shower, and kitchen sink with structural integrity, in sound condition, and maintained in good repair;

g. Heating facilities and gas-fired appliances with structural integrity, in sound condition, and maintained in good repair;

h. Cooling facilities in sound condition and maintained in good repair;

~~h.~~ i. Adequate heat, cooling, cold water, and hot water in such amounts and at such levels and times as required by the local, municipal, County or state code;

~~i.~~ j. Adequate hall or stairway lighting with structural integrity, in sound condition, and maintained in good repair;

~~j.~~ k. Foundation, exterior walls, and exterior roof with structural integrity, in sound condition, maintained in good repair, and substantially watertight and protected against rodents;

~~k.~~ l. Floors, interior walls and ceilings with structural integrity, in sound condition, and maintained in good repair;

~~l.~~ m. Windows, exterior doors, and basement hatchways with structural integrity, in sound condition, maintained in good repair and substantially tight with locks or security devices, including deadlatch locks, deadbolt locks, sash and ventilation locks and front door windows or peepholes;

~~m.~~ n. Screens with structural integrity, in sound condition, and maintained in good repair;

~~n.~~ o. Stairways or porches with structural integrity, in sound condition, and maintained

in good repair;

~~o.~~ p. Basement and cellar with structural integrity, in sound condition, maintained in good repair, and in a safe and sanitary condition;

~~p.~~ q. Facilities, equipment and chimneys in safe with structural integrity, maintained in good repair, and in sound working condition;

~~q.~~ r. Prevention against the accumulation of stagnant water;

~~r.~~ s. Extermination of insects, rodents and other pests;

~~s.~~ t. Adequate facilities for refuse disposal;

~~t.~~ u. Prevention against the accumulation of garbage, trash, refuse, or debris;

~~u.~~ v. Adequate light and ventilation with structural integrity, in sound condition, and maintained in good repair;

~~v.~~ w. Plumbing facilities, piping, fixtures, appurtenances, and appliances with structural integrity, in good operating condition and maintained in sound repair;

~~w.~~ x. Electrical systems, circuits, receptacles, and devices with structural integrity, in sound condition, and maintained in good repair;

~~x.~~ y. Any other equipment that the landlord agrees to or is required to supply, by any applicable law, with structural integrity, in sound operating condition, and maintained in good repair;

~~y.~~ z. A dwelling unit and common areas in a fit and habitable condition and in compliance with all applicable local, municipal, state, and federal regulations and guidance.

(d) Tenant right to adequate heat. From September 15 through June 1 of each year, landlords shall maintain the temperature inside a dwelling to be at least 68 degrees from 8:30 a.m. to 10:30 p.m., and at least 66 degrees from 10:30 p.m. to 8:30 a.m.

(e) Tenant right to adequate cooling.

(1) From June 1 through September 15, each owner of rental housing where cooling is not under the control of the tenant shall maintain a temperature inside the dwelling of no more than 75°F when the outside temperature reaches 80°F; and

(2) Each owner of rental housing where the cooling is under the control of the tenant must provide an air conditioning system in the dwelling capable of maintaining a temperature no more than 75°F when the outside temperature reaches 80°F;

(3) A tenant may elect to have no air conditioning service installed and provided if:

a. The air conditioning, if installed, would be provided by one or more individual air conditioning units to be controlled by the tenant; and

b. An addendum to the lease:

i. specifies any additional amount of rent that would be required if air conditioning were provided;

ii. acknowledges that the tenant has been offered, but has elected not to have air conditioning; and

iii. acknowledges that the tenant has been informed of the tenant's right remedies under Sec. 42-106.

(4) Impairment of Leases. This Act must not be construed to invalidate or impair a lease in effect on the effective date of the Act.

(5) Financing. The Executive must, subject to appropriation and applicable law, explore options to offer low-interest financing to landlords who need to upgrade their electrical systems to comply with the requirements of this Act.

(6) Effective Date. Tenants shall have no right to remedies for violations occurring under this section before October 25, 2025.

~~(e)~~ (f) Tenant right to exclusive possession and to be free from unlawful entry.

(1) If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement, rent abates until the landlord delivers possession and the tenant may:

a. Upon written notice to the landlord, terminate the rental agreement and, upon termination, the landlord shall return within 48 hours all security deposits; or

b. Demand performance of the rental agreement and, if the tenant elects, the tenant may maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by the tenant.

(2) An aggrieved person may recover from the person withholding possession an amount not more than two months' rent or twice the actual damages sustained by them, whichever is greater, and reasonable attorney's fees.

(3) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two months' rent or twice the damages sustained by them, whichever is greater, and reasonable attorney's fees.

(f) (g) One-time Tenant Right to Pay and Stay. At any time prior to the issuance of any order of possession or eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq. the tenant has a one-time right to cure the non-payment of rent by paying the landlord unpaid rent, duly owed from the date of non-payment to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney fees. If the tenant so pays, then the Court shall vacate any order of possession or eviction order and dismiss the case. If the landlord refuses to provide a total amount due, the tenant may cure by making a good faith payment of the amount that the tenant believes to be due.

Sec. 42-106. Tenant remedies.

(a) Tenant remedy of withholding rent.

(1) If the landlord is not in material compliance with the rental agreement or with section 42-105, the tenant may deliver a written notice to the landlord specifying the items of material noncompliance. The tenant may deliver this written notice at any time of month. The written notice shall indicate that the tenant will withhold rent on the next rent payment date if the landlord has not remedied the material noncompliance within 14 days after receipt of written notice. The tenant may withhold an amount of rent that reasonably reflects the reduced value of the premises. The tenant may not withhold for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

[(b) Reserved.]

(c) *Tenant remedy of terminating lease.*

(1) If the landlord is not in material compliance with the rental agreement or with section 42-105, the tenant may deliver a written notice to the landlord specifying the items of material noncompliance. The tenant may deliver this written notice at any time of month.

The written notice shall indicate that the tenant will terminate the rental agreement and vacate the property if the landlord has not remedied the material noncompliance within 14 days after receipt of written notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent. If the tenant does not vacate the property within one month after the expiration of the 14-day period or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return the security deposit immediately upon the tenant tendering possession.

(d) *Tenant remedy of right to file affirmative action.*

(1) If the landlord is not in material compliance with the rental agreement or with section 42-105, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with section 42-105. The landlord shall have an affirmative defense to this action that the condition was caused by a deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(e) *Tenant remedy for denial of essential services.*

(1) If the landlord fails to supply heat, cooling, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide, the tenant shall deliver a written notice to the landlord specifying the service to be restored. If the landlord fails to correct the condition within 24 hours after being notified by the tenant, the tenant may:

- a. Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure; or
- b. Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service and, upon presentation to the landlord of paid receipts, deduct the cost from their rent; or
- c. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees; or
- d. Procure substitute housing, in which case the tenant is excused from paying rent for the period of noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable fees

(2) In addition, the tenant may terminate the rental agreement by written notice to the landlord if the landlord fails to supply heat, cooling, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide, for more than 72 hours after the tenant has notified the landlord. If the rental agreement is terminated, the landlord shall return all security deposits thereon and the tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the 72-hour time period specified in the written notice or the end of the next rental period, whichever is longer. The landlord shall return the security deposit immediately upon the tenant delivering possession. If the tenant does not vacate the property within 30 days after the notification of termination or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect.

(3) The tenant may not exercise their rights under subsection 42-106(d) if the condition was caused by the inability of a utility supplier, or internet provider to provide service, unless the landlord caused the inability of the utility supplier, or by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(f) Tenant remedies in the event of fire or casualty.

(1) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the dwelling unit is in material noncompliance with the rental agreement or with subsection 42-105(c), the tenant may immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of fire or casualty.

(2) If continued occupancy is lawful, the tenant may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(3) If the tenant desires to continue the tenancy and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, the tenant may notify the landlord in writing within 14 days after the tenant becomes aware that work is not being carried out diligently, or within a reasonable time of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.

(4) If the rental agreement is terminated, the landlord shall return all security deposit within 48 hours. When the landlord accounts for rent after the tenant has terminated the

rental agreement, the landlord shall not charge rent to the tenant for any date after the date of the fire or casualty.

(5) A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or a person on the premises with the tenant's consent.

(g) Tenant remedy of withholding rent to undertake minor repairs.

(1) If the landlord is not in material compliance with the rental agreement or with section 42-105 and the reasonable cost of compliance does not exceed \$500.00 or one-half month's rent, whichever amount is greater, the tenant may notify the landlord in writing that, if the landlord does not remedy the condition within 14 days of receipt of the written notice or as promptly as conditions require in case of emergency, the tenant will correct the condition and withhold the cost of the repair from the tenant's next rent payment. The tenant shall have work done in a worker-like manner. The tenant shall submit to the landlord a paid bill from an appropriate tradesperson or supplier at the same time as deducting the amount from their rent. The tenant may not expend or deduct more than the amount specified in this section.

(2) A tenant shall not repair at the landlord's expense or deduct rent if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's permission.

(3) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants of their plans and so arrange the work as to create the least practicable inconvenience to the other tenants.

Effective date: This ordinance shall be in effect immediately upon adoption

recommend for deferral

ADJOURNMENT

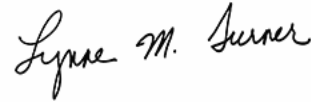
A motion was made by Commissioner Quezada, seconded by Commissioner Miller, that this was adjourn the meeting.. The motion carried by the following vote:

Ayes: K. Morrison, Trevor, Anaya, Gordon, Miller, Quezada and Stamps (7)

Respectfully submitted,



Chairman



Secretary

A complete record of this meeting is available at <https://cook-county.legistar.com>.