

## **Sections of Chicago Codes Related to Healthy Homes**

- **Chapter 13-64 RESIDENTIAL UNITS**
- **Chapter 7-28 HEALTH NUISANCES**
- **Chapter 7-4 LEAD BEARING SUBSTANCES**
- **Chapter 5-12 RESIDENTIAL LANDLORDS AND TENANTS**
- **Chicago MECHANICAL CODE**

## Chapter 13-64 RESIDENTIAL UNITS

### **13-64-010 General requirements.**

Every building or part of a building **hereafter designed, erected, altered or converted for the purposes of a residential unit** as defined in Section 13-56-020 shall comply with the special provisions of this chapter and also with the general provisions of this Code pertaining to buildings, including, but not limited to, the following:

### **13-64-040 Minimum ventilation.**

- (a) When a room is used for cooking, dining and living purposes, it shall have a floor area of not less than 180 square feet.
- (b) At least one room in every family unit shall have a floor area of not less than 150 square feet.
- (c) Kitchens or dining space shall have a floor area of not less than 60 square feet.
- (d) All other habitable rooms shall have a floor area of not less than 70 square feet.
- (e) [*Reserved.*]
- (f) In intermediate care facilities for the developmentally disabled--15 or less, living rooms, dining rooms and activity rooms (if any) shall have a combined floor area of not less than 30 square feet per resident. Bedrooms in such facilities shall comply with the area requirements for bedrooms in institutional units, as specified in Section 13-80-070 of this Code.

### **13-64-060 Room arrangement.**

Access to each dwelling unit shall be provided without passing through any part of any other dwelling unit.

### **13-64-070 Requirements for habitable basement rooms.**

A basement may be used for habitable rooms or a dwelling unit, regardless of the depth of the floor below grade, if the floors and walls are impervious to leakage of underground and surface water and are protected from dampness, and if the required minimum window area is located entirely above the finished elevation of the grade adjoining the basement wall in which the windows are located.

### **13-64-120 Smoke detectors--Required in all residential units.\***

All buildings of residential or mixed occupancy except those complying with the terms of Chapter 13-76 of this Code having any residential units, shall be equipped with approved smoke detectors in the manner prescribed in this section.

### **13-64-130 Smoke detectors--Location.**

Not less than one approved smoke detector shall be installed in every single-family residential unit and multiple dwelling units as defined in Chapter 13-56, Sections 13-56-020, 13-56-030 and 13-56-040. The detector shall be installed on the ceiling and at least four inches from any wall or on a wall located from four to 12 inches from the ceiling, and within 15 feet of all rooms used for sleeping purposes, with not less than one detector per level, containing a habitable room or unenclosed heating plant.

### **13-64-140 Smoke detectors--Stairwell installation.**

In buildings of Types II, III or IV construction, multiple dwellings as defined in Section 13-56-040 and buildings of mixed occupancy having any residential units, shall contain not less than one approved smoke detector at the uppermost ceiling of all interior stairwells. All approved smoke detectors herein required shall be installed on the ceiling, at least four inches from the wall or on a wall located from four to 12 inches from the ceiling.

**13-64-150 Smoke detectors--Standards.**

All approved smoke detectors herein required shall be either the ionization chamber or the photoelectric type and shall comply with Chapters 14-8, 14-16 through 14-36 and 14-44 through 14-72 of the municipal code of Chicago. Detectors shall bear the label of a nationally recognized standards testing laboratory that indicates that the smoke detectors have been tested and listed as a single or single and multiple station smoke detectors. All approved smoke detectors installed in buildings hereafter erected shall be permanently wired to the electrical service of each dwelling unit in accordance with the provisions of Chapters 14-8, 14-16 through 14-36 and 14-44 through 14-72 of the municipal code of Chicago. In buildings required to have a standard fire alarm system as specified in Chapter 15-16 and in nonsprinklered buildings complying with Chapter 13-76, smoke detectors in dwelling units shall be of the type tested and listed for fire protection signaling systems and shall have an integral audible device.

**13-64-160 Smoke detectors--Battery removal violation--Penalty.**

It shall be unlawful for any person to remove batteries or in any way make inoperable smoke detectors as provided for in this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries.

Any person found in violation of this section shall be punished by a fine of not less than \$300.00 nor more than \$1,000.00 and/or confinement for a period of not more than six months.

**13-64-190 Carbon monoxide detectors--Required in residential units.**

Every building of residential or mixed occupancy and having one or more residential units shall be equipped with approved carbon monoxide detectors in accordance with this chapter.

For purposes of this chapter "residential unit" includes Class A-1 single-family dwellings as defined in Section 13-56-030 of this Code and Class A-2 multiple dwellings as defined in Section 13-56-040 of this Code.

**13-64-200 Carbon monoxide detectors--Exemptions.**

The following residential units shall not require carbon monoxide detectors:

- (a) A residential unit in a building that does not rely on combustion of fossil fuel for heat, ventilation or hot water, and is not sufficiently close to any ventilated source of carbon monoxide, as determined by the building commissioner, to receive carbon monoxide from that source.
- (b) A residential unit that (1) is heated by steam, hot water or electric heat, and (2) is not connected by ductwork or ventilation shafts to any room containing a fossil fuel-burning boiler or heater, and (3) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the building commissioner, to receive carbon monoxide from that source.

**13-64-210 Carbon monoxide detectors--Location.**

Not less than one approved carbon monoxide detector shall be installed in each residential unit. The detector shall be installed within 40 feet of all rooms used for sleeping purposes. In every hotel and motel, one approved carbon monoxide detector shall be installed for every 10,000 square feet of floor area, or fraction thereof,

- (a) on every floor on which a fossil fuel-burning boiler or furnace is located, and
- (b) on every floor on which sleeping rooms are heated by any type of warm air heating plant as defined in Chapter 13-184 that burns fossil fuel. Floor area shall be computed separately for each floor.

**13-64-220 Carbon monoxide detectors--Dwelling units heated by space heaters.**

Each dwelling unit employing space heating equipment that is located within the dwelling unit and that burns fossil fuel shall be equipped with at least one carbon monoxide detector.

**13-64-230 Carbon monoxide detectors--Standards--Rules.**

Every approved carbon monoxide detector shall comply with all applicable federal and state regulations, and shall bear the label of a nationally recognized standard testing laboratory, and shall meet the standard of UL 2034 or its equivalent. The building commissioner shall issue rules and regulations not inconsistent with the provisions of this chapter, for the implementation and administration of the provisions of this chapter relating to carbon monoxide detectors.

**13-64-240 Carbon monoxide detectors--Battery removal violation--Penalty.**

It shall be unlawful for any person to remove batteries from a carbon monoxide detector required under this chapter, or in any way to make inoperable a carbon monoxide detector required under this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries.

Any person who violates this section shall be punished by a fine of not less than \$300.00 nor more than \$1,000.00 and/or confinement for a period of not more than six months.

**13-64-250 Carbon monoxide detectors--Owner's and tenant's responsibilities.**

The owner of a structure shall supply and install required carbon monoxide detectors. The owner shall test and maintain carbon monoxide detectors located other than in a dwelling unit. The owner shall provide written information regarding carbon monoxide testing and maintenance to at least one adult tenant in each dwelling unit. The tenant shall test, provide general maintenance, and replace required batteries for carbon monoxide detectors located in the tenant's dwelling unit.

**13-64-280 Carbon monoxide detectors--Buildings heated by central fossil fuel powered heating unit.**

In every building that is heated by one main central fossil fuel powered heating unit, and that is not exempted under Section 13-64-200, one approved carbon monoxide detector must be installed in the room containing the central heating unit.

**13-64-290 Fossil fuel defined.**

Whenever used in this chapter, the term "fossil fuel" shall include coal, natural gas, kerosene, oil, propane and wood.

**13-64-300 Penalties.**

Any person who violates any provision of Sections 13-64-190 through 13-64-280, for which a separate penalty is not provided, shall be subject to a fine of not less than \$300.00 and not more than \$1,000.00. Every day that a violation is allowed to continue shall constitute a separate and distinct offense.

## Chapter 7-28 HEALTH NUISANCES

### **7-28-010 Notice to abate.**

It shall be the duty of the building commissioner or his or her designee to serve notice in writing by certified mail upon the owner, occupant, agent or person in possession or control of any building or structure in or upon which any nuisance may be found, or who may be the owner or cause of any such nuisance other than the nuisance specified in Sections 7-28-120 and 7-28-440 to 7-28-450, inclusive, of this chapter requiring him to abate the same in the manner the commissioner shall prescribe, within a reasonable time. It shall not be necessary in any case for the commissioner to specify in his notice the manner in which any nuisance shall be abated, unless he shall deem it advisable to do so. If the person so notified shall neglect or refuse to comply with the requirements of the order by abating the nuisance within the time specified, the person shall be fined not less than \$25.00 nor more than \$500.00 for every such violation, and each day the nuisance shall continue shall constitute a separate and distinct violation.

It shall be the duty of the building commissioner to proceed at once upon the expiration of the time specified in the notice to cause any such nuisance to be abated; provided, however, that whenever the owner, occupant, agent, or person in possession or control of any building or structure, in or upon which any nuisance may be found, is unknown or cannot be found, the commissioner shall proceed to abate the nuisance without notice. In either case the expense of such abatement shall be collected from the person who may have created, continued, or suffered the nuisance to exist, in addition to any penalty or fine. The commissioner of streets and sanitation shall enforce the provisions of Sections 7-28-120 and 7-28-440 to 7-28-450, inclusive, in the manner provided herein for nuisances generally unless the specific section shall provide otherwise.

### **7-28-020 Summary abatement.**

Whenever any nuisance shall be found on any premises within the city, the commissioner of buildings or commissioner of the environment is hereby authorized, in their discretion, to cause the same to be summarily abated in such manner as he may direct.

### **7-28-030 Common law and statutory nuisances.**

In all cases where no provision is herein made defining what are nuisances and how the same may be removed, abated, or prevented, in addition to what may be declared such herein, those offenses which are known to the common law of the land and the statutes of Illinois as nuisances may, in case the same exist within the city limits or within one mile thereof, be treated as such, and proceeded against as is provided in this Code, or in accordance with any other provision of law.

### **7-28-060 Conditions detrimental to health--Public nuisance--Violation--Penalty.**

No building, vehicle, structure, receptacle, yard, lot, premises, or part thereof, shall be made, used, kept, maintained, or operated in the city if such use, keeping, maintaining, or operating shall be the occasion of any nuisance, or shall be dangerous to life or detrimental to health.

Every building or structure constructed or maintained in violation of the building provisions of this Code, or which is in an unsanitary condition, or in an unsafe or dangerous condition, or which in any manner endangers the health or safety of any person or persons, is hereby declared to be a public nuisance. Every building or part thereof which is in an unsanitary condition by reason of the basement or cellar being covered with stagnant water, or by reason of the presence of sewer gas, or by reason of any portion of a building being infected with disease or being unfit for human habitation, or which by reason of any other unsanitary condition, is a source of sickness, or which endangers the public health, is hereby declared to be a public nuisance.

Any person found guilty of violating any of the provisions of this section shall be subject to a penalty of not less than \$200.00 nor more than \$500.00, or imprisonment not to exceed 10 days, or both such fine and imprisonment for each offense. Each day such violation shall continue shall constitute a separate and distinct offense.

**7-28-120 Weeds--Penalty for violation--Abatement--Lien.**

- (a) Any person who owns or controls property within the city must cut or otherwise control all weeds on such property so that the average height of such weeds does not exceed ten inches. Any person who violates this subsection shall be subject to a fine of not less than \$100.00 nor more than \$300.00. Each day that such violation continues shall be considered a separate offense.
- (b) All weeds which have not been cut or otherwise controlled, and which exceed an average height of ten inches, are hereby declared to be a public nuisance. If any person has been convicted of violating subsection (a) and has not cut or otherwise controlled any weeds as required by this section within ten days after the date of the conviction, the city may cause any such weeds to be cut at any time. In such event, the person who owns or controls the property on which the weeds are situated shall be liable to the city for all costs and expenses incurred by the city in cutting the weeds.
- (c) The costs and expenses incurred pursuant to subsection (b) shall constitute a lien against the affected property if the city, or the person performing the service by authority of the city, in its or his own name, files a notice of lien in the office of the county recorder, or in the office of the registrar of titles if the property is registered under the Torrens System. The notice of lien shall consist of a sworn statement setting out:
  - (1) A description of the real estate sufficient for identification thereof;
  - (2) The amount of money representing the cost and expense incurred or payable for the service;
  - (3) The date or dates when the cost or expense was incurred by the city.

The notice of lien shall be filed within 60 days after the cost of expense is incurred. Upon payment of the cost or expense after notice of lien has been filed, the lien shall be released by the city or person in whose name the lien has been filed, and the release shall be filed for record in the same manner as the filing of the notice of the lien.

**7-28-150 Spreading of vermin poison.**

It shall be unlawful for any person to spread, or to cause or permit any agent or employee to spread, any poison for the purpose of killing rats, mice, insects, or other vermin, in any public way or public place in the city; and it shall be unlawful for any person to spread or to cause or permit any agent or employee to spread, any poison for such purpose in any yards, court, passageway, or other open place on private premises, or on the outside of any building or structure, or in any place within a building which is open to the general public, or where pet dogs, cats, or other domestic animals or fowls have access, without placing the same in a receptacle of such kind or character that it can be reached only by the kind of vermin which the poison is intended to kill, or without placing a wire or other guard about same in such way that no child, or domestic animal, domestic fowl, or other harmless creature can reach the same.

**7-28-210 Refuse containers.**

- (a) *Standard refuse container.* The standard refuse container required by this chapter shall be a receptacle of impervious material and sturdy construction, with a tight fitting cover, and shall be provided by the department of streets and sanitation.
- (b) *Commercial refuse container.* The commercial refuse container required by this chapter shall be provided or contracted for by the property owner or his agent or the occupant of an occupational unit, and shall be a leak-resistant, rodent-resistant, and lidded container which is constructed of impervious material and subject to the inspection of the department of health and the department of streets and sanitation.

- (c) *Refuse compactor.* The refuse compactor required by this chapter shall be a leak-resistant and rodent-resistant container constructed of impervious material and capable of reducing the volume of waste contained within it a minimum of 65 percent, subject to the inspection of the department of health and the department of streets and sanitation, and provided or contracted for by the property owner or his agent, unless otherwise agreed to by the lease agreement.

**7-28-260 Containers--Use.**

- (a) It shall be the duty of the owner, his agent or occupant of every single dwelling, multiple dwelling producing less than 32 gallons of refuse per week,] or a multiple dwelling, occupational unit to cause all refuse produced therein to be deposited in a refuse container or compactor as provided in Section 7-28-220 or 7-28-225, and to keep a tightly fitting cover in place at all times when refuse is contained therein, except when opened for the deposit or removal of refuse. The owner, his agent or occupant shall maintain the container so that all refuse spilled during usage is removed and the area is cleaned in a timely manner. It shall be unlawful for any person other than the owner, his agent or occupant of the premises served by a refuse container to deposit or cause to be deposited therein any article or thing whatsoever.
- (b) It shall be the duty of every person responsible for the installation, use or emptying of a sanitary refuse container to keep a tightly fitting cover in place at all times when refuse is contained therein, except when opened for the deposit or removal of refuse.
- (c) Any person who violates any provision of this section shall be fined not less than \$200.00 and not more than \$500.00 for each use. Each day that a violation continues shall constitute a separate and distinct offense.

**7-28-261 Accumulation of refuse--Responsibility.**

- (a) No person shall deposit refuse in a standard or commercial refuse container, or compactor, in a manner that prevents complete closure of the container's cover, or deposit refuse on top of a container in a manner that interferes with opening of the container, or pile or stack refuse against a container.
- (b) The owner, his agent or occupant of a property shall not allow any person to violate subsection (a) of this section. The presence of refuse preventing complete closure of the container's cover, deposited on or piled or stacked against a standard refuse container, a commercial refuse container, or compactor shall be prima facie evidence of violation of this subsection (b).
- (b) Any person who violates any provision of this section shall be fined not less than \$200.00 and not more than \$500.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

**7-28-470 Refuse on roof or in areaway.**

It shall be unlawful for any person to place, throw, deposit, or cause to be placed, thrown, or deposited, any substance, papers, refuse, or other article, or any material, on the roof of any building, or in any light or air shaft, court, or areaway that will cause the dissemination of dust or odors, or be productive of a nuisance or a menace to the health, comfort, or safety of any person or of the community. No person in possession or control of any building shall permit or allow the deposit or accumulation on the roof of said building or in any light or air shaft, court, or areaway, of any waste material, refuse, or other object or thing that will cause a nuisance or be injurious to the health, comfort, or safety of any person or of the community.

**7-28-480 Inspection of roofs and areaways.**

It shall be the duty of the commissioner of buildings or his authorized representative to make inspections at least twice each year of the roofs, light and air shafts, courts, and areaways of all buildings where he has reason to believe a nuisance exists or any of the regulations of this Code are being violated. It shall be the duty of the person in possession or control of any such building to allow the commissioner of buildings or

his authorized representative entrance or access, at all reasonable times, to such building for the purpose of inspection or for the making of such records as may be necessary.

**7-28-635 Sale of mercury thermometers containing mercury substance.**

No person shall knowingly sell, give away, or offer to sell or give away any mercury fever thermometer, including online retail, to consumers and patients, except by prescription. It shall also be unlawful for any person to manufacture a mercury thermometer in the City. Any person violating any provisions of this section shall be fined not less than \$50.00 nor more than \$200.00 for each offense.

**7-28-660 Rat-stoppage.**

Every building, structure, or parcel on which a building has been demolished or is being constructed within the city shall be rat-stopped, freed of rats and maintained in a rat-stopped and rat-free condition.

**7-28-670 Inspection notice.**

Inspectors from the department of buildings and the department of streets and sanitation shall have authority to inspect the interior and exterior of buildings, other structures, or parcels on which a building has been demolished or is being constructed to determine evidence of rat harborage, rat infestation and the existence of new breaks or leaks in the rat-stoppage, and when any evidence is found indicating the presence of rats or openings through which rats may enter such buildings or structures, to report such evidence to the appropriate commissioner, who shall serve the owner, agent, or occupant of such building, structure or, parcel with written notice to abate the conditions found.

**7-28-680 Maintenance.**

The owner, agent, or occupant in charge of all rat-stopped buildings or structures shall maintain them in a rat-stopped condition and repair all breaks or leaks that may occur in the rat-stoppage.

**7-28-690 Unlawful to remove rat-stoppage.**

It shall be unlawful for the owner, occupant, contractor, public utility company, plumber, or any other person, to remove the rat-stoppage from any building or structure for any purpose and fail to restore the same in satisfactory condition, or to make any new openings that are not closed or sealed against the entrance of rats.

**7-28-700 Structural changes.**

Whenever conditions inside or under any building or structure provide such extensive harborage for rats that the building commissioner deems it necessary to eliminate such harborage he may require the owner or occupant in charge of any such building or structure to install suitable cement floors in basements, or to require such owner or occupant to correct such rat harborage as may be necessary in order to facilitate the eradication of rats.



## Chapter 7-4 Lead Bearing Substances

### 4(7-4-010)

- (1) Child care facility means any structure used by a child care provider, school or other facility frequented by children.
- (2) Children means persons six years of age and younger.
- (3) Commissioner means the commissioner of health or an appropriate designee.
- (4) Department means the department of health.
- (5) Dwelling means any structures all or part of which is designed or used for human habitation.
- (6) Exposed surface means any interior or exterior surface of a childcare facility, school, dwelling or residential building.
- (7) Lead-bearing substance means any dust on any surface or in furniture or other nonpermanent elements of the dwelling, child care facility or school, and any paints or other surface coating material containing more than the amount of lead by weight that the commissioner determines by regulation may pose a significant health hazard to humans.
- (8) Lead hazard means a lead bearing substance that poses a significant health hazards to humans.
- (9) Lead poisoning means the condition of having blood lead levels in excess of those considered safe under applicable regulations promulgated by the commissioner.
- (10) Owner means any person, who alone, jointly or severally with others:
  - (a) Has legal title to or a beneficial interest in a land trust, or other entity having legal title to a child care facility, school, dwelling or residential building with or without accompanying actual possession of the child care facility, school, dwelling or residential building, and includes any agent of the owner, or as executor, administrators trustee or guardian of the estate of the owner;
  - (b) Has charge, care or control of or responsibility for a child care facility, school, dwelling or residential building; or
  - (c) Has an interest as a purchaser under a real estate installment contract in a childcare facility, dwelling or residential building.
- (11) Person means any one or more natural person, legal entities, governmental bodies or combination thereof.
- (12) Residential building means any room, group of rooms, or other interior areas of a structure designed or used for human habitation; common areas accessible by inhabitants; and the surrounding property or structures.

### Lead-Bearing Substance Use

**4(7-4-020)** No person shall use or apply lead-bearing substances:

- (a) In or upon any exposed surface of a dwelling or dwelling unit;
- (b) In or around the exposed surfaces of a residential building, child care facility, school or other structure frequented by children;
- (c) In or upon any figures or other objects used, installed, or located in or upon any exposed surface of a dwelling or residential building, child care facility, school, or intended to be used, installed, or located and that in the ordinary course of use, are accessible to and chewable by children;
- (d) In or upon any toys, furniture, or other articles used by and chewable by children;
- (e) Within or upon a residential building or dwelling, childcare facility, school, playground, park or recreational area, or other areas regularly frequented by children.

### Maintenance of Residential Buildings

**4(7-4-030)** Effective January 1, 1994, it shall be the duty of every owner of a residential building to maintain the residential building in such a manner so as to prevent the existence of a lead hazard.

**Sale of Toys or Furniture Containing Lead Bearing Substance**

**4(7-4-040)** No person shall knowingly sell, have, offer for sale, or transfer any toy or furniture that contains a lead bearing substance and that, in the ordinary course of use, is accessible to and chewable by children. This section shall not apply to antique furniture and toys.

**Sale of Objects Containing Lead Bearing Substance**

**4(7-4-050)** No person shall sell or transfer or offer for sale or transfer any fixtures or other objects intended to be used, installed, or located in or upon any surface of a dwelling or residential building, child care facility or school, that contains a lead bearing substance and that, in the ordinary course of use, are accessible to and chewable by children.

**Warning Statement**

**4(7-4-060)** No person, firm, or corporation shall have, offer for sale, sell, or give away any lead bearing substance that may be used by the general public unless it bears the warning statement as prescribed by regulation promulgated by the Commissioner.

**Child Care Facilities Must Require Blood Lead Level Screening for Admission**

**4(7-4-070)** Each day care center, day care home, preschool, nursery school, kindergarten, or other child care facility, licensed or approved by the State of Illinois or the Department, including such programs operated by a public school district, shall include a requirement that each parent or legal guardian of a child between the ages of six months through six years provide a statement from a physician or health care provider that the child has been screened for lead poisoning. This statement must be indicated that the screening of the child has been performed in accordance with applicable criteria mandated by the Illinois Department of Health and the Commissioner. This statement shall be provided prior to admission and subsequently in conjunction with required physical examinations.

Nothing in this section shall be construed to require any child to undergo a blood lead level screening or test whose parent or guardian objects on the grounds that the screening or test conflicts with his or her religious beliefs.

**Fees**

**4(7-4-080)** The Department may establish fees according to a reasonable fee structure to cover the cost of inspections and providing a testing service for laboratory analysis of blood lead tests and any necessary follow-up. The Commissioner may promulgate rules and regulations for waiving applicable fees for low-income persons.

**Inspection of Buildings**

**4(7-4-090)** An authorized representative of the City of Chicago charged with enforcement of this ordinance, upon presentation of the appropriate credentials to the owner, occupant, or his representative, may inspect child care facilities, schools, dwellings, and residential buildings at reasonable times, for the purposes of ascertaining that all surfaces accessible to children are intact and in good repair, and for purposes of ascertaining the existence of lead bearing substances. Such representative may remove samples or objects necessary for laboratory analysis. If a person entitled to withhold consent to an inspection refuses to allow inspection, a representative of the City may apply for a warrant to permit entry.

**Procedures upon Determination of Lead Bearing Substance**

**4(7-4-100)** Upon determination that there is a lead bearing substance in or upon any child care facility, school, dwelling or residential building which could reasonably be hazardous to children, or upon receipt of confirmation that an individual has a level of lead in his blood indicative of lead poisoning, the City of Chicago shall, as soon as is practicable, give appropriate notice to the owner of a child care facility, school, dwelling or dwelling unit, of the existence and location of a lead hazard. In addition, regardless of whether

there has been compliance with the preceding sentence, the City or its authorized representative may determine is appropriate:

- (a) Providing the owner and occupants with suitable recommendations for elimination of the problem areas.
- (b) Notifying the other persons or entities with responsibility for a child care facility, school, dwelling or dwelling unit of the existence and location of such substances.
- (c) Ordering that these substances shall be removed, replaced, or securely and permanently covered within a specified time period and in a manner prescribed by the Department.
- (d) Pursuing the remedies provided for in Sections 4(7-4-140) and 4(7-4-150).

#### **Manner of Abatement of Lead Hazards**

**4(7-4-110)** The removal of the lead bearing substance from the dwelling, residential building, child care facility, or school shall be accomplished in a manner consistent with all rules and regulations promulgated pursuant to this chapter concerning acceptable and safe methods of lead hazard removal or abatement, and in a manner which will not endanger the health or well-being of its occupants, and will result in the safe removal from the premises, and the safe disposition, of flakes, chips, debris, dust, and other potentially harmful materials.

#### **Violations**

**4(7-4-120)** Violation of any section of this chapter and any failure to comply with any order authorized pursuant to this chapter shall be punishable by incarceration not to exceed six months and by a fine not less than \$50.00 nor more than \$5000.00 for each offense. Each day that such violation or noncompliance exists shall be considered a separate offense.

#### **Rules and Regulations**

**4(7-4-130)** The Department is authorized to promulgate reasonable rules and regulations for carrying out the provisions of this chapter.

#### **Emergency Measures**

**4(7-4-140)** When the Commissioner finds that because of a violation of this chapter, an emergency condition exists requiring immediate action to protect the health of any person, the Commissioner may issue an emergency order reciting the existence of the emergency condition and requiring that necessary actions be taken to meet the emergency. An emergency order shall be effective immediately, and any person to whom an emergency order is directed shall comply therewith within the period of time specified in the order. Any such person shall receive a reasonably prompt notice of their right to a prompt hearing conducted by an administrative law officer of the buildings hearings division of the department of administrative hearings, pursuant to the procedures established for such hearings. Pending the hearing, the Commissioner may take whatever steps are necessary to execute the emergency order when necessary to protect the health of any person.

The entire cost of abatement and relocation actions taken or caused to be taken by the City of Chicago pursuant to this section shall be recoverable from each of the persons responsible for correcting the violations or giving rise to the emergency conditions by bringing an action in a court of competent jurisdiction or pursuant to other applicable law.

#### **Remedies**

##### **4(7-4-150)**

- (a) The Corporation Counsel may seek relief with respect to any violation of this chapter by filing an appropriate action in the circuit court of Cook County seeking equitable relief or the penalties contained in Section **4(7-4-120)**, or both.

## Chicago Housing Codes – Sections Relevant to Healthy Homes

- (b) Upon determining that any person has not complied with an order authorized pursuant to this chapter, the Commissioner may cause such person to appear at a hearing before an administrative law officer of the buildings hearings division of the department of administrative hearings. Hearings shall be conducted pursuant to the provisions of Article III (Buildings Hearings Division) of Chapter 1(2-14) of this code.

### **Enforcement**

**4(7-4-160)** Any department of the City of Chicago may take appropriate action to enforce any of the provisions of this chapter when a violation of any of the provisions comes to its attention.

## **Chapter 5-12. Residential Landlords And Tenants.**

### **5- 12-020 Exclusions.**

Rental of the following dwelling units shall not be governed by this chapter, unless the rental agreement thereof is created to avoid the application of this chapter:

- (a) dwelling units in owner-occupied buildings containing six units or less; provided, however, that the provisions of Section 5- 12- 160 shall apply to every rented dwelling unit in such buildings within the City of Chicago;
- (b) dwelling units in hotels, motels, inns, tourist houses, rooming houses and boardinghouses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. Notwithstanding the above, the prohibition against interruption of tenant occupancy buildings within the City of Chicago. No landlord shall bring an action to recover possession of such unit, or avoid renting monthly in order to avoid the application of this chapter. Any willful attempt to avoid application of this chapter by an owner may be punishable by criminal or civil action;
- (c) housing accommodations in any hospital, convent, monastery, extended care facility, asylum or not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning;
- (d) a dwelling unit that is occupied by a purchaser pursuant to a real estate purchase contract prior to the transfer of title to such property to such purchaser, or by a seller of property pursuant to a real estate purchase contract subsequent to the transfer of title from such seller;
- (e) a dwelling unit occupied by an employee of a landlord whose right to occupancy is conditional upon employment in or about the premises; and
- (f) a dwelling unit in a cooperative occupied by a holder of a proprietary lease.

### **5- 12-030 Definitions.**

Whenever used in this chapter, the following words and phrases shall have the following meanings:

- (a) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household, together with the common areas; land and appurtenant buildings, thereto, and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.
- (b) "Landlord" means the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.
- (c) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession, subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.
- (d) "Premises" means the dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.
- (e) "Rent" means any consideration, including any payment, bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a dwelling unit.
- (f) "Rental agreement" means all written or oral agreements embodying the terms and conditions concerning the use and occupancy of a dwelling unit.
- (g) "Tenant" means a person entitled by written or oral agreement, subtenancy approved by the landlord or by sufferance, to occupy a dwelling unit to the exclusion of others.

### **5- 12-040 Tenant Responsibilities.**

Every tenant must:

- (a) comply with all obligations imposed specifically upon tenants by provisions of the municipal code applicable to dwelling units;

- (b) keep that part of the premises that he occupies and uses as safe as the condition of the premises permits;
- (c) dispose of all ashes, rubbish, garbage and other waste from his dwelling unit in a clean and safe manner;
- (d) keep all plumbing fixtures in the dwelling unit or used by the tenants as clean as their condition permits;
- (a) (4) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, in the premises;
- (e) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person on the premises with his consent to do so; and
- (f) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

#### **5- 12-070 Landlord's Responsibility To Maintain.**

The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.

#### **5- 12- 100 Notice Of Conditions Affecting Habitability.**

Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing:

- (a) Any code violations which have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or compliance board proceeding pursuant to Chapter 13-8-070 of the municipal code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation and/or the identification number of the compliance board proceeding and a listing of any code violations cited.
- (b) Any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service to be terminated, the intended date of termination, and whether the termination will affect the dwelling unit, the common areas or both. A landlord shall be under a continuing obligation to provide disclosure of the information described in this subsection (b) throughout a tenancy. If a landlord violates this section, the tenant or prospective tenant shall be entitled to remedies described in Section 5- 12-090.

#### **5- 12- 110 Tenant Remedies.**

In addition to any remedies provided under federal law, a tenant shall have the remedies specified in this section under the circumstances herein set forth. For purposes of this section, material noncompliance with Section 5- 12-070 shall include, but is not limited to, any of the following circumstances:

- failure to maintain the **structural integrity** of the building or structure or parts thereof;
- failure to maintain floors in compliance with the **safe load-bearing requirements** of the municipal code;
- failure to comply with applicable requirements of the municipal code for the number, width, construction, location or accessibility of **exits**;
- failure to maintain **exit, stairway, fire escape or directional signs** where required by the municipal code;
- failure to provide **smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers** where required by the municipal code;
- failure to maintain **elevators** in compliance with applicable provisions of the municipal code;
- failure to provide and maintain in good working order a **flush water closet, lavatory basin, bathtub or shower or kitchen sink**;
- failure to maintain **heating facilities or gas-fired appliances** in compliance with the requirements of the municipal code;

## Chicago Housing Codes – Sections Relevant to Healthy Homes

- failure to provide **heat or 'hot water** in such amounts and at such levels and times as required by the municipal code;
- failure to provide **hot and cold running water** as required by the municipal code;
- failure to provide **adequate hall or stairway lighting** as required by the municipal code;
- failure to maintain the **foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;**
- failure to maintain **floors, interior walls or ceilings** in sound condition and good repair;
- failure to maintain **windows, exterior doors or basement hatchways** in sound condition and repair and substantially tight and to provide locks or security devices as required by the municipal code, including deadlatch locks, deadbolt locks, sash or ventilation locks, and front door windows or peep holes;
- failure to supply **screens** where required by the municipal code;
- failure to maintain **stairways or porches** in safe condition and sound repair;
- failure to maintain the **basement or cellar** in a safe and sanitary condition;
- failure to maintain facilities, equipment or **chimneys** in safe and sound working conditions;
- failure to prevent the accumulation of **stagnant water;**
- failure to exterminate **insects, rodents or other pests,**
- failure to supply or maintain facilities for **refuse disposal;**
- failure to prevent the accumulation of **garbage, trash, refuse or debris** as required by the municipal code;
- failure to provide **adequate light or ventilation** as required by the municipal code;
- failure to maintain **plumbing** facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;
- failure to provide or maintain **electrical** systems, circuits, receptacles and devices as required by the municipal code;
- failure to maintain and repair **any equipment which the landlord supplies** or is required to supply; or
- failure to maintain the dwelling unit and common areas in a **fit and habitable condition.**

- (a) **Noncompliance by Landlord.** If there is material noncompliance by the landlord with a rental agreement or with Section 5- 12-070 either of which renders the premises not reasonably fit and habitable, the tenant under the rental agreement **may** deliver a written notice to the landlord specifying the acts and/or omissions constituting the material noncompliance and specifying that the rental agreement will terminate on a date not less than 14 days after receipt of the notice by the landlord, unless **the material** noncompliance is remedied by the landlord within the time period specified in the notice. If the material noncompliance is not remedied within the time period so specified in the notice, the rental agreement shall terminate, and the tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the time period specified in the notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return all prepaid rent, security and interest recoverable by the tenant under Section 5- 12-080.
- (b) **Failure to Deliver Possession.** If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the residential rental agreement or Section 5- 12-070, rent for the dwelling unit shall abate until possession is delivered, and the tenant may:
- (1) upon written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or
  - (2) demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him.

If a person's failure to deliver possession is wilful, 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 him, whichever is greater.

- (c) Minor Defects.** If there is material noncompliance by the landlord with the rental agreement or with Section 5- 12-070, and the reasonable cost of compliance does not exceed the greater of \$500.00 or one-half of the monthly rent, the tenant may recover damages for the material noncompliance or may notify the landlord in writing of his intention to correct the condition at the landlord's expense; provided, however, that this subsection shall not be applicable if the reasonable cost of compliance exceeds one month's rent. If the landlord fails to correct the defect within 14 days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and in compliance with existing law and building regulations and, after submitting to the landlord a paid bill from an appropriate tradesman or supplier, deduct from his or her rent the amount thereof, not to exceed the limits specified by this subsection and not to exceed the reasonable price then customarily charged for such work. A tenant shall not repair at the landlord's expense 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 consent.

Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants and shall cause the work to be done so as to create the least practical inconvenience to the other tenants. Nothing herein shall be deemed to grant any tenant any right to repair any common element or dwelling unit in a building subject to a condominium regime other than in accordance with the declaration and bylaws of such condominium building; provided, that the declaration and bylaws have not been created to avoid the application of this chapter.

For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

- (d) Failure to Maintain.** If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises due to the material noncompliance. If the landlord fails to correct the condition within 14 days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount. A tenant shall not withhold rent under this subsection 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 consent.
- (e) Damages and Injunctive Relief.** If there is material noncompliance by the landlord with the rental agreement or with Section 5- 12-070, the tenant may obtain injunctive relief, and/or recover damages by claim or defense. This subsection does not preclude the tenant from obtaining other relief to which he may be entitled under this chapter.
- (f) Failure to Provide Essential Services.** If there is material noncompliance by the landlord with the rental agreement or with Section 5-12-070, either of which constitutes an immediate danger to the health and safety of the tenant or if, contrary to the rental agreement or Section 5-12-070, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may give written notice to the landlord specifying the material noncompliance or failure. If the landlord has, pursuant to this ordinance or in the rental agreement, informed the tenant of an address at which notices to the



landlord are to be received, the tenant shall mail or deliver the written notice required in this section to such address.

If the landlord has not informed the tenant of an address at which notices to the landlord are to be received, the written notice required in this section shall be delivered by mail to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. After such notice, the tenant may during the period of the landlord's noncompliance or failure:

- (1) procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service, as the case may be and upon presentation to the landlord of paid receipts deduct their cost from the rent; or
- (2) recover damages based on the reduction in the fair rental value of the dwelling unit; or
- (3) procure substitute housing, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of the reasonable value of the substitute housing up to an amount equal to the monthly rent for each month or portion thereof of noncompliance as prorated.

In addition to the remedies set forth in Section S-12-110 (1) (1) -- (3), the tenant may:

- (4) withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure if the landlord fails to correct the condition within 24 hours after being notified by the tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or
- (5) terminate the rental agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord of the material noncompliance or failure; provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service. If the rental agreement is terminated, the landlord shall return all prepaid rent, security deposits and interest thereon in accordance with Section s-12-080 and 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 notice. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect.

If the tenant proceeds under this subsection (l), he may not proceed under subsection (c) or (d). The tenant may not exercise his rights under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent. Before correcting a condition, the repair of which will affect more than his own dwelling unit, the tenant shall notify all other tenants affected and shall cause the work to be done so as to result in the least practical inconvenience to other tenants.

**(g) Fire or Casualty Damage.** If the dwelling unit or common area is damaged or destroyed by fire or **casualty to an extent that the dwelling unit is in material noncompliance** with the rental agreement or with Section 5- 12-070, the tenant may:

- (1) 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 the fire or casualty; or
- (2) if continued occupancy is lawful, 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 reduction in the fair rental value of the dwelling unit; or
- (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, notify the landlord in writing within 14 days after the tenant becomes aware that the 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.

If the rental agreement is terminated under this subsection (g), the landlord shall return all security and all prepaid rent in accordance with Section 5-12-080(d). Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty. A tenant may not exercise remedies in this subsection if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his family or a person on the premises with his consent.

**S-12-130 Landlord Remedies.**

Every landlord shall have the remedies specified in this section for the following circumstances:

- (a) Failure to Pay Rent.** If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after ten-day notice by the landlord of his intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.
- (b) Noncompliance by Tenant.** If there is material noncompliance by a tenant with a rental agreement or with Section 5- 12-040, the landlord of such tenant's dwelling unit may deliver written notice to the tenant specifying the acts and/or omissions constituting the breach and that the rental agreement will terminate upon a date not less than 10 days after receipt of the notice, unless the breach is remedied by the tenant within that period of time. If the breach is not remedied within the 10 day period, the residential rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with Section 5- 12-040. If the tenant's noncompliance is wilful, the landlord may also recover reasonable attorney's fees.
- (c) Failure to Maintain.** If there is material noncompliance by the tenant with Section 5- 12-040 (other than subsection (g) thereof), and the tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the necessary work done in the manner required by law. The landlord shall be entitled to reimbursement from the tenant of the costs of repairs under this section.
- (d) Disturbance of Others.** If the tenant violates Section 5-12-040(g) within 60 days after receipt of a written notice as provided in subsection (b) , the landlord may obtain injunctive relief against the conduct constituting the violation, or may terminate the rental agreement on 10 days written notice to the tenant.

**S-12-1 50 Prohibition On Retaliatory Conduct By Landlord.**

It is declared to be against public policy of the City of Chicago for a landlord to take retaliatory action against a tenant, except for violation of a rental agreement or violation of a law or ordinance. A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith

- (a) complained of code violations applicable to the premises to a competent governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code; or

- (b) complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the news media; or
- (c) sought the assistance of a community organization or the news media to remedy a code violation or illegal landlord practice; or
- (d) requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement; or
- (e) becomes a member of a tenant's union or similar organization; or
- (f) testified in any court or administrative proceeding concerning the condition of the premises; or
- (g) exercised any right or remedy provided by law.

If the landlord acts in violation of this section, the tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5- 12-080 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected, tenant activity was initiated after the alleged act of retaliation.

## **CHICAGO MECHANICAL CODE**

**Follows format of the International Mechanical Code for ease of use.**

### **Duct Systems**

- Allows ceiling and floor air supply and return plenums.

### **Specific Appliances, Fireplaces and Solid Fuel-burning Equipment**

- Sets clear requirements.
- Addresses "loft" residential applications, such as furnaces above dropped ceilings.