

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

This ordinance is organized into the following articles:

Article I.	Senior Bill of Rights Ordinance
Article II.	Senior Tenants Bill of Rights
Article III.	Department on Aging
Article IV.	Severability and Effective Date

ARTICLE I. SENIOR BILL OF RIGHTS

SECTION 1. Title 5 of the Municipal Code of Chicago is hereby amended by inserting a new Chapter 5-25, as follows:

CHAPTER 5-25 SENIOR BILL OF RIGHTS ORDINANCE

5-25-010 Title, Purpose, and Scope.

This chapter shall be known and may be cited as the "Senior Bill of Rights" and shall be liberally construed and applied to promote its purposes and policies. It is the purpose of this chapter and the policy of the City to: (i) protect and promote the public health, safety and welfare of seniors; (ii) advance the City's vital interest in ensuring dignity, safety, and respect for seniors; (iii) protect the safety and security of the City's seniors by enabling more seniors to age in place and live independently and in safe, sanitary, and well maintained buildings in a manner that preserves their health and stability; and (iv) protect seniors' rights to privacy, to organize to enforce their rights and better their living conditions, to receive accommodation of their hearing, sight, and language needs, and to be treated fairly and with compassion, decency, and respect by the City and housing providers.

5-25-020 Definitions.

"Senior" means any person age 60 or older.

ARTICLE II: SENIOR TENANTS BILL OF RIGHTS

5-25-025 Definitions.

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

“Commissioner” means the Commissioner on Aging.

“Department” means the Department on Aging.

"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 seniors 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.

"Property manager" means an individual or company, including any agents or employees, authorized as an employee of or through an agreement with an owner to act on the owner's behalf in the management of one or more dwelling units.

“Senior” means any person age 60 or older who is a tenant of a dwelling unit.

"Tenant organization" means an organization of tenants that represents the interests of all tenants in such building and is completely independent of that building's owner.

The following terms have the respective meanings ascribed in Section 5-12-030: “landlord”, “rent”, “rental agreement”, and “tenant”.

5-25-30 Senior Bill of Rights – Posting Required.

(a) The Commissioner shall prepare a summary of this chapter, describing the respective rights and remedies of seniors hereunder, and shall post a downloadable copy of such summary on a City-hosted webpage. Such summary shall be: (i) labeled "The Senior Tenants Bill of Rights"; (ii) on a page or poster not less than 11 inches in width and 17 inches in height; and (iii) at a minimum, provided in the following languages: English, Arabic, Chinese (simplified), Chinese (traditional), Filipino, Hindi, Korean, Polish, and Spanish.

(b) A copy of the Senior Tenants Bill of Rights shall be posted conspicuously in the lobby, or another common area accessible to all seniors. In addition, the landlord shall provide a paper copy of the Senior Bill of Rights to each senior in their primary language. The landlord shall also provide reasonable accommodations to ensure the content of the Senior Bill of Rights is communicated to visually impaired seniors.

5-25-040 Contact information.

In addition to the disclosures required under Section 5-12-090, prior to a senior taking occupancy of a dwelling unit, the landlord shall provide the senior, in writing, with: (a) the name, address, phone number, email address, website, emergency contact information, and any other applicable contact information for any property manager and security company; and (b) contact

information, including a name and telephone number, for maintenance, security, and health-related matters. The landlord shall notify each senior of any changes to the information required under this section within a reasonable time period after such change, but in no event longer than 48 hours.

5-25-050 Visitors and Caregivers.

Seniors may receive and host visitors, caregivers, and aides within their dwelling unit. No landlord shall interfere with, frustrate, or otherwise unreasonably prohibit or deny a senior's right or ability to receive or host visitors, caregivers, and aides. Upon request, a landlord shall grant reasonable accommodations to seniors for caregivers and aides providing in-home care, including, but not limited to: (i) live-in caregivers and aides; or (ii) relatives and friends providing in-home care to such senior.

5-25-060 Annual Performance Reviews.

The landlord shall provide seniors the opportunity, at least annually, to provide comprehensive feedback regarding the state of the premises and the performance of the landlord, property manager, and their respective employees and agents, including any employees or agents providing security, maintenance, and rehabilitation services, and any other employees or agents hired or contracted to enhance or safeguard the well-being of seniors.

5-25-70 Conditions affecting fitness and habitability.

(a) Seniors shall have the right to live in a safe, clean, and habitable environment free from pests, and health hazards.

(b) If any condition, including any condition due to any rehabilitation or repair, affects the fitness or habitability of a dwelling unit or any common area, as provided in subsection (c), the landlord shall provide any affected seniors with the following, at landlord's expense and in a manner so as to cause as little disruption to such senior as possible, until the condition is remedied, abated, or otherwise no longer present:

(i) reasonable access to safe, clean, and accessible alternative housing until the rehabilitation or repair work is completed or the condition is abated;

(ii) packing and moving materials and assistance;

(iii) access to storage facilities, including assistance moving items to and from such storage facilities;

(iv) transportation to and from alternative housing and storage facilities, or for other travel necessitated by the circumstance; and

(v) a good faith statement of when the rehabilitation or repair work will be completed or the condition abated and, if applicable, when the senior will be able to return home.

(c) For the purposes of this section, a condition will be deemed to affect the fitness or habitability of a dwelling unit or any common area if such condition: (i) constitutes "material noncompliance" under Chapter 5-12; or (ii) jeopardizes (A) a senior's access to utilities; (B) the ability of the senior or any visitor, caregiver, or aide, to freely and easily enter, exit, move about,

occupy, or reside in the dwelling unit or common areas, including in the event of a fire or other emergency; or (C) a senior's access to any applicable medical care, device, technology, personnel, or other assistance; or (iii) otherwise poses a material risk to such senior's health, safety, or well-being.

5-25-80 Inspections.

(a) Subject to subsection (b), the landlord shall provide seniors with at least 48 hours' notice before any inspection conducted by: (i) the landlord, property manager, or their respective employees or agents; (ii) the City or any government entity, including an inspection by any person acting on such government entity's behalf; and (iii) any purchaser, mortgagee, judgment creditor, or other lienholder. In the event any inspection under subsection (a)(i) or (a)(ii) is in response to, or is otherwise related to, an emergency, the landlord shall provide notice to the affected seniors as soon as practicable.

(b) Seniors shall have the right to be present and participate in any such inspection, including a meaningful opportunity to provide input relevant to the inspection results.

5-25-090 Right to Privacy.

Seniors have a right to privacy, including with respect to their finances, protected personal information, personal health information, and personal property. The landlord, property manager, and their respective agents and employees, shall ensure that any communications and services are conducted in a manner that protects the applicable senior's privacy and confidentiality, and shall ensure that each senior's financial information, protected personal information, and personal health information within their possession or control are protected from unauthorized or unlawful disclosure.

5-25-100 Emergency response and first aid training.

(a) The landlord shall ensure that all employees and agents of the landlord and property manager are provided with training as may be necessary to properly recognize and respond to common medical emergencies in seniors and administer the appropriate emergency first aid, including, but not limited to: (i) the process and procedures to immediately contact emergency services, including contacting medical mental health first responders; (ii) the proper administration of emergency first aid, including CPR and automatic external defibrillators; (iii) the administration of emergency medication, including insulin, glucagon, naloxone, and epinephrine; (iv) the proper administration of emergency medical tests, including blood glucose tests and saliva alcohol tests; and (v) other emergency first aid assistance as may be required by the Commissioner, by rule.

(b) The landlord shall ensure that seniors have access, at all times, to a means to contact by telephone emergency medical and mental health services, staff trained in accordance with subsection (a).

(c) Nothing herein shall require any person to administer any medical care which they are otherwise prohibited from administering under applicable law.

5-25-110 Security requirements.

The landlord shall develop and maintain a security plan, which must include, at a minimum, a 24-hour security system and on-site security personnel.

5-25-120 Language accessibility.

The landlord shall ensure that communications with seniors are provided in the languages spoken by the applicable senior, and shall provide reasonable accommodations to ensure the content of such communications are communicated to seniors with visual impairments, hearing impairments, or other special communication needs.

5-25-130 Right to Organize.

Seniors shall have the right to organize and form tenant organizations. No landlord shall prohibit, interfere with, or otherwise restrain the activities of a tenant organization or its members, including, but not limited to, canvassing, door-knocking, or posting signs in common areas notifying seniors of meetings and other information regarding the tenant organization.

5-25-140 Grievance procedures.

The landlord shall establish grievance procedures for seniors, prospective tenants, and any tenant organization to submit concerns or complaints regarding alleged violations of this chapter or the action or inaction by the landlord, property manager, or their respective employees and agents. Such procedures shall include, at a minimum, the ability to submit such concerns and complaints both electronically and anonymously through a secure drop box in a common area accessible to all seniors. No senior may be required to exercise rights under any such grievance procedure, nor shall failure to exercise any such rights, including failing to submit a complaint to the City hotline established under Section 5-25-180, constitute a waiver of the right to pursue any other available remedy. If a grievance procedure repeatedly fails to achieve the prompt and reliable determination of grievances, it shall be deemed deficient and shall be amended or replaced.

5-25-150 Prohibition on retaliation.

In addition to the prohibitions set forth in Section 5-12-150, no landlord, property manager, or their respective employees or agents, shall engage in harassment or retaliation of a senior because the senior has, in good faith, exercised any rights under this chapter or other applicable law, including, but not limited to, by instituting or threatening to terminate a senior's rental agreement or occupancy, increase the senior's rent, decrease the senior's services, refuse to renew a rental agreement, denying a request for a reasonable accommodation, or bring any action for eviction, abatement of a nuisance, forcible entry and detainer or other similar action. In an action by or against a senior, if there is evidence of 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 activity was initiated after the alleged act of retaliation.

5-25-160 Remedies; joint and several liability.

(a) If a landlord, property manager, or their respective employees or agents violate this chapter, the applicable senior shall have a defense in any action for possession, and may obtain injunctive relief, recover possession, or terminate the rental agreement. In each case, recover the greater of two months' rent or twice the actual damages sustained by the senior, plus reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all amounts recoverable under Section 5-12-080 and all prepaid rent.

(b) The landlord and property manager, and their respective agents, shall be jointly and severally liable for any violation of this chapter by the property manager or their employees and agents.

5-25-170 Application of other laws; rights and remedies cumulative.

(a) Nothing in this chapter shall be deemed to: (i) interfere with, impede, or in any way diminish the rights and remedies granted to tenants under Chapter 5-12 or other applicable law; or (ii) relieve, waive, or in any way diminish the duties and obligations of a landlord, property manager, or their respective employees and agents under Chapter 5-12 or other applicable law. If the provisions of this chapter are inconsistent with any federal, State, or local law, including Chapter 5-12, the more restrictive provision will control, provided that this chapter shall not apply to the extent it is preempted by applicable federal or State law. For the purposes of this section, the more restrictive provision is the one that grants greater protections, rights, or remedies to seniors.

(b) The rights, obligations, and remedies set forth in this chapter shall be cumulative and in addition to any others available at law or in equity. To the extent that this chapter provides no right or remedy in a circumstance, the rights and remedies available to landlords and seniors under the laws of the State of Illinois or other local ordinance shall remain applicable.

5-25-180 Administration.

(a) The Commissioner shall implement and enforce this chapter to reasonably maximize access to the rights and remedies conferred herein to seniors with disabilities.

(b) The Department shall establish an accessible, confidential hotline dedicated to receiving complaints from seniors regarding their housing and conditions of their tenancy, and shall refer such complaints to the appropriate City department, sister agency, or, if applicable, the appropriate federal, State, or local law enforcement agency or other governmental entity.

ARTICLE III. DEPARTMENT ON AGING

SECTION 1. Title 2 of the Municipal Code of Chicago is hereby amended by deleting Chapter 2-48 in its entirety, and by inserting a new Chapter 2-48, as follows:

CHAPTER 2-48 DEPARTMENT ON AGING

ARTICLE I. GENERAL (2-48-010 et seq.)

2-48-010 Establishment - Composition.

There is hereby created and established an executive department of the municipal government of the City which shall be known as the Department on Aging. The department shall include a commissioner, and such other officers and employees as the City Council may provide by the annual appropriation ordinance.

2-48-020 Commissioner - Appointment and Authority.

The office of the Commissioner on Aging is hereby established. The Commissioner on Aging shall be appointed by the Mayor, subject to the approval of the City Council, and shall have management and control of all matters and activities pertaining to the Department on Aging.

2-48-30 Commissioner on Aging - Powers and duties.

The Commissioner on Aging shall have the following powers and duties:

(a) To administer, enforce, and ensure compliance with the City's Elder Abuse and Neglect Program established in Article II of this Chapter;

(b) To administer, enforce, and ensure compliance with the City's Senior Bill of Rights established in Chapter 5-25;

(c) To cooperate with the Mayor, the City Council, City departments, agencies and officials in formulating and executing comprehensive programs that: (1) enhance the opportunities for older persons to live independently in their own homes and communities, and to live with dignity when residing in institutions, (2) serve the pre-retirement population and cross the generations, and (3) prevent incidents of and assist the victims of elder abuse;

(d) To recommend such legislative action the Commissioner may deem appropriate to implement the policies of the Department;

(e) To enlist and encourage the cooperation of all public and voluntary agencies, racial, religious and ethnic groups, community organizations, fraternal and benevolent societies, veterans organizations, professional and technical organizations, the business community, and other groups in the City as may be appropriate to implement the policies of the Department;

(f) To conduct programs of public outreach in order to acquire information necessary and advice appropriate to the Department's function and to advise the public of available programs and projects;

(g) To seek and accept offers of gifts or grants from the United States, the State of Illinois,

other government entities, their agencies or officers, or from all other available sources of services, equipment, supplies, materials or funds, and to expend such receipts on projects that implement the policies of the Department;

(h) To cooperate with state and federal agencies whenever the Commissioner deems such action to be appropriate in implementing the policies of the Department;

(i) To conduct public hearings, carry on research or otherwise obtain factual data, issue publications and make recommendations that implement the policies of the Department;

(j) To enter into agreements with public entities, private entities and individuals to operate facilities that serve the needs of older persons, and to exercise rights afforded to the Department pursuant to such agreements between or among parties other than the City, and to enter into and execute all such other instruments and to perform any and all acts, including the expenditure of funds subject to appropriation therefor and the granting of the use of the City's personal property, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification; and

(k) To render an annual report to the Mayor and City Council.

2-48-40 Transfer of rights, powers and duties.

The Commissioner and Department of Aging shall assume all rights, powers, duties, obligations, and responsibilities of those aspects of the Departments of Family and Support Services relating to senior services and the Elder Abuse and Neglect Program, including any grants or subgrants related thereto, including:

(a) All personnel, books, records, property and funds;

(b) The administration of any federal, State, local, or private grant or loan programs, except to the extent prohibited by the grantor or grant agreement;

(c) All rights, powers, duties, obligations, and responsibilities of the Commissioner of Family and Support Services under existing contracts, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances relating to such transferred powers;

(d) All rights, powers, duties, obligations, and responsibilities of the Commissioner and Department of Family and Support Services that had been transferred from the former Department of Senior Services pursuant to Section 2-50-050 of this Code; and

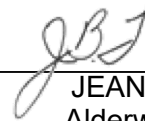
(e) The rights and duties under existing contracts, appropriations, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances. Acting directly or through a designee, the Commissioner also assumes the rights and duties formerly exercised by the Department of Family and Support Services as area agency on aging 12 (planning and service area 12), as designated by the Illinois Department on Aging, for the purpose of planning and coordinating services and programs for older people in the City.

All rules or regulations issued by the Commissioners of Family and Support Services relating to senior services and the Elder Abuse and Neglect Program in effect as of the effective date of this chapter shall remain in effect until amended or repealed by the Commissioner on Aging.

ARTICLE IV. SEVERABILITY AND EFFECTIVE DATE

SECTION 1. The provisions of this ordinance are declared to be separate and severable. The invalidity of any provision of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 2. This ordinance shall take effect January 1, 2026.



JEANETTE B. TAYLOR
Aldерwoman, 20th Ward

