

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

<<FormerTenant>>,]	
]	
Plaintiff,]	
]	Case No.:
vs.]	
]	
<<FormerLandlord>>]	Amount Claimed: \$
]	
Defendants.]	Return Date:
]	

VERIFIED COMPLAINT

MATTERS AND FACTS COMMON TO MULTIPLE COUNTS

Now comes the Plaintiff, <<FormerTenant>>, (hereinafter called “**Plaintiff**” or “**Tenant**” or “**Plaintiffs**” or “**Tenants**”, as the number and context of each apply), by and through attorney, <<PlAttorney>>, and complaining of the Defendant, <<FormerLandlord>> (hereinafter called “**Defendant**” or “**Owner**” or “**Defendants**” or “**Owners**”, as the number and context of each apply), and allege as follows:

1. At the times stated in this complaint, Plaintiff was a tenant in a residential apartment number <<AptNumber>> in the City of Chicago, State of Illinois, (hereinafter sometimes called the “**apartment**”) in the building located at <<StreetAddress>>, Chicago, Illinois, <<ZipCode>> (hereinafter sometimes called the “**building**”). (Said apartment and said building may sometimes hereinafter be referred to collectively as the “**premises**”).

2. At all times mentioned herein, Defendant was the owner and **Landlord** of the apartment and the premises, as the word “landlord” is defined in Section 5-12-030(b) of the City of Chicago Municipal Code Title 5, Chapter 12 entitled “**Residential Landlord and Tenant Ordinance**”

3. On or about <<DateWrittenLease>>, Plaintiff entered into a written lease with Defendant for the said apartment in said building, details as to said lease being:

Date Lease began: <<BeginLeaseDate>>
Lease End date: <<EndLeaseDate>>
Monthly Rent: \$<<MonthlyRent>>
Security Deposit: \$<<SecurityDeposit>>

A copy of the written lease between the parties is attached hereto as **Exhibit A** and by this reference, made a part hereof. The lease continued after the termination date in the written lease, on a verbal, month to month basis, between the parties until the Plaintiff vacated the premises on <<TenantVacateDate>>.

4. The building consists of less than six residential apartments and the owner does not live in the said building.

OR

4. The building consists of more than six residential apartments.

5. The apartment rented to the Plaintiff by the Defendant is subject to all of the terms and provisions of the City of Chicago Municipal Code Title 5, Chapter 12 entitled “**Residential Landlord and Tenant Ordinance**” (hereinafter called the “**RLTO**”).

6. Plaintiff paid the Defendant the full security deposit and paid all monthly rental sums during the term of the leases between the parties.

7. That Section **5-12-080(a)** of the RLTO requires that landlords deposit a tenants security deposit in a separate, interest bearing account in a financial institution in Illinois and not commingle the security deposit with other monies of the landlord.
8. That Section **5-12-080(b)** of the RLTO requires that provide tenants with a receipt for their security deposit with details as provided in said section.
9. That Section **5-12-080(c)** of the RLTO provides for the payment of interest annually, by the landlord on a tenant's security deposit.
10. That Section **5-12-080(d)** of the RLTO provides for the requirements for the re-payment by the landlord of a tenant's security deposit.
11. That Section **5-12-080(e)** of the RLTO provides for the obligations of both the former owner and subsequent owner in regard to the transfer of tenants' security deposits when residential premises are sold during a tenant's tenancy.
12. That Section **5-12-080(f)** of the RLTO provides for the payment to the tenant of **damages from the landlord in an amount equal to two times the tenant's security deposit** plus interest if the landlord or the landlord's agent fails to comply with any provision of Section 5-12-080 (a) – (e) of the RLTO.
13. That Section **5-12-170** of the RLTO provides for Landlords to provide Tenants with a copy of a summary of the RLTO and if the Defendant fails to do so, provides for the award of \$100.00 damages to the Plaintiffs.
14. Section **5-12-180** of the RLTO provides that the landlord is to pay the tenant/Plaintiff's attorney fees if the Tenant is the "prevailing plaintiff" in any action arising out of a tenant's application of a tenant's rights available in the RLTO.

COUNT I
LANDLORD COMMINGLED
SECURITY DEPOSIT WITH PERSONAL ASSETS

1-14 Plaintiff incorporates paragraphs 1-14 above.

15. Under Section 5-12-080(a) of RLTO, “a landlord shall hold all security deposits received by the owner in a federally insured interest-bearing account in a bank...A security deposit and interest due thereon...shall not be **commingled** with the assets of the landlord...” (emphasis added).

16. Based on information and belief, the Defendant failed to hold the tenant’s security deposit in a separate account as required by said section of the RLTO and said violation by the landlord was ongoing and continued to the date of the filing of the within complaint.

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendant under this Count due the Defendants **commingling or not segregating the Plaintiff’s security deposit as required by law**, as follows:

- A. Damages in an amount equal to two times the amount of Plaintiff’s security deposit, which was in the sum of \$<<SecurityDeposit>>, or damages in the sum of \$<<TwoXSD>> plus interest as provided by law;
- B. An award of Plaintiff’s attorney’s fees against Defendant as provided for under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance, plus court costs, and;
- C. Such other and further relief as the Court deems proper.

COUNT II
VIOLATION OF § 5-12-080(b) OF THE RLTO
FAILURE TO PROVIDE RECEIPT FOR SECURITY DEPOSIT

1-14. Plaintiff incorporates paragraph 1-14 above.

15. That any landlord or landlord's agent who receives a security deposit from a tenant or prospective tenant shall give said tenant or prospective tenant at the time of receiving such security deposit a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of the agent, the name of the landlord for whom such security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Mun. Code. § 5-12-080(b).

16. That the Defendant did not provide the Plaintiff a receipt as required by the RTLO.

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendant under this Count due the Defendants **failure to provide the Plaintiff with a receipt for the Plaintiff's security deposit as required by law**, as follows:

- A. Damages in an amount equal to two times the amount of Plaintiff's security deposit, which was in the sum of \$<<SecurityDeposit>>, or damages in the sum of \$<<TwoXSD>> \$750.00, plus interest as provided by law;
- B. An award of Plaintiff's attorney's fees against Defendant as provided for under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance, plus court costs, and;
- C. Such other and further relief as the Court deems proper.

COUNT III
LANDLORD FAILED TO
PAY INTEREST ON THE TENANTS SECURITY DEPOSIT

1-14. Plaintiff incorporates paragraphs 1-14 above.

15. That Section **5-12-080(c)** of the RLTO provides for the payment of interest annually, by the landlord on a tenant's security deposit.

16. **Defendant did not pay Plaintiff interest on Plaintiff's security deposit in violation of express provisions of the RLTO.**

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendant under this Count due the Defendants' **failure to pay interest on Plaintiff's security deposit**, as follows:

- A. Damages in an amount equal to two times the amount of Plaintiff's security deposit, which was in the sum of \$<<SecurityDeposit>>, or damages in the sum of \$<<TwoXSD>> plus interest as provided by law;
- B. An award of Plaintiff's attorneys fees against Defendants as provided for under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance, plus court costs, and;
- C. Such other and further relief as the Court Deems proper.

COUNT IV
LANDLORD FAILED TO RETURN AND/OR PROPERLY DOCUMENT THE RETURN OF THE TENANTS SECURITY DEPOSIT

1-14 Plaintiff incorporates paragraphs 1-14 above.

15. The tenant vacated the premises on<<TenantVacateDate>>.

16. The Defendant failed to return the tenants security deposit as required by the RLTO.

17. The failure of the Defendant to return the tenants security deposit and/or document deductions from the security deposit with copies of paid receipts for is a violation of the RLTO.

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendant under this Count due the **failure to return the tenants security deposit or document deductions from the security deposit**, as follows:

- A. Damages in an amount equal to two times the amount of Plaintiff's security deposit, which was in the sum of \$<<SecurityDeposit>>, or damages in the sum of \$<<TwoXSD>> plus interest as provided by law;
- B. An award of Plaintiff's attorney's fees against Defendants as provided for under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance, plus court costs, and;
- C. Such other and further relief as the Court deems proper.

COUNT V
RETALIATORY EVICTION

1-14. Plaintiff incorporates paragraphs 1-14 above.

15. The Plaintiff requested necessary repairs to the premises be made by landlord and CHAC found the premises in non-compliance with CHAC requirements, resulting in the aborting of payments by CHAC to the Defendants.

16. Within 12-months after the tenant demanded repairs, the landlord initiated eviction proceedings and/or failed to renew the lease of the tenant.

17. Under Section 5-12-150 of the RLTO, a Landlord may not knowingly terminate a tenancy or fail to renew a lease or file an eviction proceeding...because the tenant has in good faith requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement.

18. **Defendants' retaliated against Plaintiff after the Plaintiff requested repairs to the tenant's apartment, in violation of express provisions of the RLTO**

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendant under this Count due the Defendant's **retaliatory actions**, as follows:

- A. Damages in the amount equal to two times the months rent of \$<<MonthlyRent>>, or the sum of \$<<TwoXRent>> plus actual damages.
- B. An award of Plaintiff's attorney's fees against Defendant as provided for

under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance, plus court costs, and;

- C. Such other and further relief as the Court deems proper.

COUNT VI
LANDLORD’S BREACH OF THE IMPLIED WARRANTY OF HABITABILITY

1-14. Plaintiff incorporates paragraphs 1-14 above.

15. Under the doctrine of implied warranty of habitability, the warranty is applicable against a lessor or builder of a residential unit where latent defects interfere with the inhabitant's reasonable expectation that the unit will be suitable for habitation.

16. The apartment and the premises had numerous, substantial building code violations and substantial items needing repairs during the tenancy of Plaintiff, a list of certain of said violations and items needing repairs being attached hereto as **Exhibit 1** and by this reference made a part hereof.

17. Under Section **5-12-070** of the RLTO, “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.”

18. **The landlord’s breach of the implied warranty of habitability is in violation of express provisions of the RLTO.**

WHEREFORE, Plaintiff, pursuant to the applicable provisions of Illinois law, prays judgment against the Defendant under this Count due to the **Defendant’s breach of the implied warranty of habitability**, as follows:

- A. Damages in an amount to be determined by the Court which Plaintiff believes to be equal to at least 25% of the rent paid over the entire term of the Plaintiff’s tenancy;
- B. An award of Plaintiff’s attorneys fees against Defendant as provided for under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance,

plus court costs, and;

- C. Such other and further relief as the Court deems proper.

COUNT VII
LANDLORD FAILED TO PROVIDE THE TENANT WITH A
COPY OF THE
CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE

1-14. Plaintiff incorporates paragraphs 1-14 above.

15. Defendant did not attach a copy of the Summary of the RLTO to the lease between the parties, in violation of the express provisions of the RLTO.

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendants under this Count due the Defendants' **failure to attach to the Plaintiff's lease or to provide the Plaintiff with a copy of the SUMMARY of the RLTO**, as follows:

- A. Damages in an amount equal to \$100.00;
- B. An award of Plaintiff's attorney's fees against Defendant as provided for under the applicable provisions of the Chicago Residential Landlord and Tenant Ordinance, plus court costs, and;
- C. Such other and further relief as the Court deems proper.

COUNT VIII
LANDLORD'S INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1-14. Plaintiff incorporates paragraphs 1-14 above.

15. The elements for intentional infliction of emotional distress are: (1) extreme and outrageous conduct; (2) intent by the defendant to cause or a reckless disregard of the probability of causing emotional distress; (3) severe or extreme emotional distress suffered by the plaintiff, and (4) an actual and proximate causation of emotional distress by the defendant's outrageous conduct. Hayes v. Illinois Power Company, 225 Ill.App.3d 819, 826, 587 N.E.2d 559, 563 (Ill.App. 4 Dist. 1992).

16. The landlord performed one or more of the following acts against the Plaintiff:

- A. The landlord turned off the heat to the premises.
- B. The landlord failed to make repairs to make the premises habitable.
- C. The landlord otherwise failed to keep the premises in good condition and repair.

17. Defendant's conduct was extreme and outrageous and caused Plaintiff severe emotional distress.

18. **The Defendant intentionally caused Plaintiff severe emotional distress.**

WHEREFORE Plaintiff, prays that this Honorable Court, pursuant to the applicable provisions of Illinois law, grant Plaintiff damages for this Count due to the

Defendant's intentional infliction of emotional distress on the Plaintiff, as follows:

- A. Damages in an amount in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);
- B. Reasonable attorney's fees; and
- C. Such other and further relief as the Court deems proper.

COUNT IX
LANDLORD'S NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

1-14. Plaintiff incorporates paragraphs 1-14 above.

15. The landlord negligently performed one or more of the acts against the Plaintiff as set forth in Count VIII above.

16. Defendant's negligent conduct was caused Plaintiff severe emotional distress.

17. **The Defendant's negligently caused Plaintiff severe emotional distress.**

WHEREFORE Plaintiff, prays that this Honorable Court, pursuant to the applicable provisions of Illinois law, grant Plaintiff damages for this Count due to the

Defendant's negligent infliction of emotional distress on the Plaintiff, as follows:

- C. Damages in an amount in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);
- D. Reasonable attorney's fees; and
- C. Such other and further relief as the Court deems proper.

COUNT X
RENTAL PROPERTY UTILITY SERVICES ACT

1-14. Plaintiff incorporates paragraphs 1- 14 above.

15. Plaintiff was charged for heat, hot water and cooking gas for other portions of building in which Tenant's apartment is a part for many months during tenant's occupancy of Tenant's apartment.

16. Plaintiff believes that Plaintiff was billed for an amount in excess of \$3,000.00 that was not attributable to the premises occupied by Plaintiff.

17. Defendant failed to provide the Plaintiff with a written statement setting forth the specific areas of the building – including the common areas and other apartments in the building – that were served by the one meter that Plaintiff was forced to pay.

18. Defendant violated the notice requirements of state law by subjecting Plaintiff to being billed for service to apartments and areas of the building of which the Plaintiff's apartment was a part, other than Plaintiff's own premises, in violation of the Rental Property Utility Service Act ("RUSA"). 765 ILCS 735/1.1 *et seq.*

19. As a result of breach of RUSA, Plaintiff is entitled to damages from Defendant in an amount in excess of \$3,000.00.

20. Defendant's failure to comply with RUSA was knowing and intentional and pursuant to 765 ILCS 735/1.3 of the Illinois Code of Civil Procedure, Plaintiff is entitled to treble damages (or three times the amounts paid by Plaintiff for other areas of the building) and attorney's fees and costs.

21. **Landlord is in violation of the Rental Property Utility Services Act.**

WHEREFORE, Plaintiff, pursuant to the applicable provisions of the RLTO, prays judgment against the Defendant under this Court due to the Defendant's **violation of the Rental Property Utility Services Act**, as follows:

- A. Enter judgment in favor of Plaintiff and against Defendant in such amounts as the Court finds due to Plaintiff from Defendant;
- B. An award of Court costs incurred pursuant to Section 5/5-109 & 5/9-114 of the *Illinois Code of Civil Procedure*;
- C. Award Plaintiff reasonable attorneys' fees and damages as provided by RUSA with additional legal fees accruing during the pursuit of the Plaintiff's rightful damages in this case; and
- D. Such other and further relief as the Court deems proper.

Attorney for Plaintiff,
<<FormerTenant>>,

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Attorney ID No. 26707

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

**VERIFICATION BY CERTIFICATION PURSUANT TO SECTION 5/1-109
OF THE ILLINOIS CODE OF CIVIL PROCEDURE**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, <<FormerTenant>>, hereby certify that I am the Plaintiff in the above-captioned matter, that I have read the above attached Verified Complaint, that I have knowledge of the facts alleged therein, and that the facts contained therein are true, except as to those facts which are alleged to be upon information and belief, and as to those allegations, I hereby certify that I verily believe the same to be true.

<<FormerTenant>>.

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