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## *Residential Evictions*

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Seminar Topic: This material provides an in-depth examination of the process and procedure of landlord's rights and remedies, tenant's rights and remedies, and post-judgement collections.

This material is intended to be a guide in general and is not legal advice. If you have any specific question regarding the state of the law in any particular jurisdiction, we recommend that you seek legal guidance relating to your particular fact situation.

The course materials will provide the attendee with the knowledge and tools necessary to identify the current legal trends with respect to these issues. The course materials are designed to provide the attendee with current law, impending issues and future trends that can be applied in practical situations.



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Disclaimer: The views expressed herein are not a legal opinion. Every fact situation is different and the reader is encouraged to seek legal advice for their particular situation.

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## Timed Agenda:

---

Time:	Description:
00:00:00	Program Start
00:00:21	Residential Evictions
00:00:33	Landlord's Rights and Remedies
00:00:40	Rent
00:01:24	Short of a Lawsuit
00:02:04	Problems with Evicting Tenants
00:03:50	How to begin evicting
00:04:17	Five Day Notice
00:06:57	How do you evict a tenant that has not breached the lease?
00:07:52	Ten Day Notice
00:07:55	Notice to Quit
00:08:35	Eviction Actions in Court (Landlord Side)
00:08:48	Pleading in Eviction Actions
00:10:46	Landlord's Burden of Proof at Trial
00:12:05	Landlord at Trial
00:12:46	Discovery
00:13:55	Jury Trial
00:14:52	Judgement
00:15:20	Stay
00:15:53	Tenant's Rights and Remedies
00:16:09	When does a tenant contact an attorney?

00:17:02	Landlord didn't repair the property
00:18:30	Landlord is threatening to change the locks or cut off the utilities
00:19:34	Illegal Lockout
00:21:42	Illegal Lockout - Damages
00:23:07	When can a tenant request an injunction?
00:25:30	Can the tenant stop paying rent during this time?
00:26:13	Clean Hands
00:26:49	Injunctions require a bond
00:27:16	Can the court hold the rent in escrow pending repairs?
00:27:47	Eviction Actions in Court (Tenant Side)
00:28:00	Strategies for Tenant's attorney
00:30:00	Procedural Defenses
00:31:37	Substantive Defenses
00:33:48	Waiver
00:35:42	Constructive Eviction
00:37:38	Retaliatory Eviction
00:39:10	Repairs and Habitability
00:39:58	Implied Warranty of Habitability
00:42:37	Counterclaims
00:60:17	Post-Judgement Collections
01:00:41	After the order of possession
01:01:23	Judgment Proof Tenants
01:03:23	Citations to discover assets proceeding

01:04:23	Order and rule to show cause
01:05:22	Illinois Judgements
01:06:17	The tenant is gainfully employed and not judgement proof
01:07:28	The tenant has a bank account!
01:09:06	The tenant has a house!
01:11:14	Program End



# RESIDENTIAL EVICTIONS

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## PRESENTATION IN THREE PARTS

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- Landlord's Rights and Remedies
- Tenant's Rights and Remedies
- Post-Judgment Collections

## EVICTIONS STATUTE

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Name: Forcible Entry and Detainer Act

Statute: 735 ILCS 5/9-101 Used by a landlord to remove a tenant from wrongful possession of property.

- Summary action
- Statutory action
- Strict compliance of the statute is required

## WHEN CAN A LANDLORD BRING A FORCIBLE ENTRY AND DETAINER ACTION?

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Most common grounds:

- Failure to pay rent
- Wrongful holding over after the lease has expired
- Improper subletting or assignment
- Purpose of the action:
  - To determine who has the immediate right to possession of the property.
- Side note: If this requires a review of the title of the property, then the proper action is one for ejectment.

## LANDLORD'S RIGHTS AND REMEDIES

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### RENT

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A landlord can bring an action to recover rent when:

- It is due and in arrears.
- The property is possessed without any agreement regarding rent.
- After a written demand for rent.
- After the property has been sold pursuant to a court judgment, and the debtor refuses to surrender possession.
- A mortgaged property is sold, and the mortgagor refuses to surrender possession after written demand.
- How much can the landlord request?
- 735 ILCS 5/9-202: Double the yearly value of the property
- 735 ILCS 5/9-203: Double the rent or sum which would otherwise be due

### SHORT OF A LAWSUIT

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An action for forcible entry and detainer is cheap and fast.

However, if a landlord does not wish to take this route, there are other options:

- Landlord does not file a lawsuit, and instead bribes the tenant to leave the property
- Landlord files or doesn't file a lawsuit, asks the tenant to leave, and gives up the right to ask for past due rent
- Landlord files a lawsuit, but asks to stay execution of the judgment pending tenant's payment of back rent. If the tenant does not pay, the stay can be lifted and the judgment executed.

### PROBLEMS WITH EVICTING TENANTS

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- Tenants can be judgment proof
- Tenants can delay execution of the judgment for months and live in landlord's property land free that whole time

**When are tenant's delays successful?**

- Court does not have jurisdiction

- Utilities were discontinued
- The property has a condition that is dangerous to life, health or safety
- Tenant files for bankruptcy
- Tenant cannot find a new place to live

## HOW TO BEGIN EVICTING

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- If a tenant has not paid rent, the landlord needs to make a formal demand prior to filing a forcible entry and detainer action.
- The Five Day Notice is a demand for past due rent.

## FIVE DAY NOTICE

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- Any time after rent is due, landlord can demand payment and notify the tenant in writing that unless payment is made not less than five days after service of the Five Day Notice:
  - The lease will be terminated; OR
  - Landlord will file an action for forcible entry and detainer.
- It is better to terminate tenant's right to possession than the lease, because this way the landlord can ask for rent due after the tenant is evicted.
- If the lease is terminated, the landlord gives up the right to rent that accrues between eviction and re-letting of the premises.
- Must be in writing
- Proper Service
  - Must be served on the tenant OR
  - Served on a person 13 years of age or older who lives on the premises OR
  - Mail to the tenant via certified or registered mail with return receipt.
  - If no one is living on the property, notice by posting is acceptable.
- If tenant pays less than the amount demanded in the five day notice, this does not invalidate the five day notice.
- Landlord can in writing agree to continue the lease despite the partial payment at his discretion.

## **CHICAGO LANDLORD TENANT ORDINANCE (NOT COVERED BY THIS PRESENTATION)**

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- The Chicago Landlord Tenant Ordinance (CLTO) covers evictions in the City of Chicago.
- All Notices (Five Day Notice, etc.) must comply with the CLTO for actions taking place in the City of Chicago. The wording on the Notices is different from the Notices attached to this presentation. So, caution!

## **HOW DO YOU EVICT A TENANT THAT HAS NOT BREACHED THE LEASE?**

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- Notice to Quit
  - A yearly lease requires a sixty day notice.
  - A monthly lease requires a thirty day notice.
  - A weekly lease requires a seven day notice.

## **TEN DAY NOTICE**

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- If tenant has breached the lease agreement (by doing something aside from simply not paying rent), and landlord wants him to leave, a ten day notice is required.

## **NOTICE TO QUIT**

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- Service
  - Notice to Quit must be served on the tenant OR
  - on a person 13 years of age or older who lives on the premises OR
  - by mailing to the tenant via certified or registered mail with return receipt.
  - If no one is living on the property, notice by posting is acceptable.
- The requirement for a Notice to Quit can be waived by an appropriate provision in the lease.

## EVICTON ACTIONS IN COURT (LANDLORD SIDE)

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### PLEADINGS IN EVICTIONS ACTIONS

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#### **Complaint MUST**

- State that plaintiff is entitled to possession
- Describe premises with reasonable certainty, at least a street address
- Name defendant who is wrongfully withholding possession

#### **Complaint SHOULD**

- Identify all demands or notices required to be served and their manner of service, which must be proven at trial.

An answer is NOT required if the defendant appears, unless ordered by the court.

Included with the complaint should be the following exhibits:

- Lease
- Notice (e.g. Five Day Notice, Ten Day Notice, Notice to Quit, etc.)

### LANDLORD'S BURDEN OF PROOF AT TRIAL

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Landlord must prove:

- Lease ended on its own terms or by proper written notice
- Landlord has a right to possession
- Tenant violated the lease or stayed in the apartment after the lease ended
- There is rent due
- Suit is properly filed
- Rental or use value of the property after the lease was terminated

### LANDLORD AT TRIAL

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Landlord should be prepared to prove each and every allegation in the complaint.

- Witnesses testify concerning:
  - the terms and provisions of the lease agreement, specifically regarding the amount of rent that is due and owing.
  - the rental value of the premises, and that of comparable premises in the surrounding area.

- Expert witnesses testify concerning:  
details of a commercial lease (complex terminology, building design).
- damage to the property caused by the tenant.

Exhibits include:

- the lease agreement
- writings between the parties
- title documents (deed)
- notices (five day notice, notice to quit)

## DISCOVERY

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Tends to be limited in residential situations:

- It's expensive
- The issues are simple
- The action is summary in nature

More common in commercial context.

- E.g.: commercial leases with a rent escalation provision
  - Intensive documentation and expert testimony required

## JURY TRIAL

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- Either party may demand a jury trial EVEN IF a party waived the right to a jury in the lease.
  - 735 ILCS 5/9-108
- Defendants tend to request jury trials in order to delay the proceedings, and because juries tend to be more sympathetic to them.
- If the defendant asks for a jury trial and then fails to appear, the trial can proceed ex parte, and can be tried by the court WITHOUT a jury.
  - 735 ILCS 5/9-109

## JUDGMENT

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If plaintiff prevails, a judgment for possession and costs is entered in his favor including:

- description of the premises.
- the amount of rent due.

## STAY

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- If the defendant is willing to cure the default under the contract, a stay may be entered for a certain period of time.
- If the defendant cures the default, he can file a motion to vacate the judgment.
- If the defendant does not cure the default in the period of time granted in the stay, the enforcement of the judgment can proceed immediately, and all rights of the defendant in and to the property will be terminated

## TENANT'S RIGHTS AND REMEDIES

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### WHEN DOES A TENANT CONTACT AN ATTORNEY?

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- Tenant doesn't want to pay rent because the Landlord has not completed repairs.
- Tenant has not been paying rent for ages.
- Landlord is threatening to lockout Tenant, or evict him.
- Landlord served Tenant with a Notice.

### LANDLORD DIDN'T REPAIR THE PROPERTY

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- Tenant's obligation to pay rent, and Landlord's obligation to repair the property are SEPARATE.
- Tenant cannot stop paying rent.
- Tenant cannot pay less rent.
- Tenant cannot make the repairs themselves.
- Landlord is entitled to notice and reasonable time to correct the alleged deficiencies.

### LANDLORD IS THREATENING TO CHANGE THE LOCKS OR CUT OFF THE UTILITIES

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- This is illegal in the State of Illinois.
- The SOLE REMEDY for possession of a property in the State of Illinois is the Forcible Entry and Detainer Act.
- ONLY THE SHERIFF can physically enforce an order of eviction.

### ILLEGAL LOCKOUT

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What if the Landlord does it anyway?

- Tenant can:
  - Call the police and file a criminal complaint alleging that the Landlord intentionally or recklessly damaged Tenant's property, and that Landlord caused a breach of the peace.
  - Break a window to get back into the premises and probably (!) escape the consequences for doing so (based on a 1950 court case and an 1869 court case –*People v. Eatman*, 405 Ill. 491 (1950) and *Chapman v. Cawrey*, 50 Ill. 512 (1869)). YMMV.
- Tenant can:
  - File a lawsuit to:
    - Enjoin the Landlord to stop the illegal conduct.
    - Force Landlord to permit Tenant to enter the premises.
    - Get damages for loss of use of the premises, injury to Tenant's property, and any inconvenience.
    - Get punitive damages for malicious behavior.

### ILLEGAL LOCKOUT -DAMAGES

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- What damages can a Tenant claim for an illegal lockout?
- Cost of rent for substitute shelter
- Reimbursement for disruption or normal life and deprivation of access to possessions on the premises that are necessary for normal life, such as clothing and medicine.
- What the Landlord will claim in his defense:
- Changing locks was necessary to prevent vandalism and does NOT constitute an eviction.
- How Tenant should reply:



- Trespass
- Conversion
- Commercial tenants: interference with prospective business advantage

### WHEN CAN A TENANT REQUEST AN INJUNCTION?

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- If removed or excluded from the premises.
- To prevent the landlord from bringing an eviction action.
- To force the landlord to repair the property and bring it up to code.
- To stop the landlord from terminating the lease or trying to collect more rent.
- To stop the landlord from entering the premises to make alterations to tenant's space or the benefit of adjacent tenants and interfering with tenant's right to quiet enjoyment.
- To preserve the status quo –the last peaceful noncontested status of the property –during the resolution of a dispute.
- To get access to shelter.
- To protect the freedom to remove belongings, with access to a freight elevator.

### CAN THE TENANT STOP PAYING RENT DURING THIS TIME?

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- NO!!
- Landlord's duty to repair and tenant's duty to pay rent are SEPARATE, remember?
- The courts consider it sufficient that tenant can always file suit to recover any overpayment in rent.

### CLEAN HANDS

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- What if the Tenant has paid rent with a bad check or threatened to destroy property?
- The doctrine of clean hands DOES NOT apply to obtaining temporary injunctions.
- These issues can be brought of at a full hearing.

## INJUNCTIONS REQUIRE A BOND

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- Yes, but courts generally rule that a tenant's security deposit is enough.

## CAN THE COURT HOLD THE RENT IN ESCROW PENDING REPAIRS?

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- Sure, but the landlord still has a right to access that money at any time.
- So it's essentially pointless to request this.
- REMEMBER: landlord's duty to repair and tenant's duty to pay rent are SEPARATE

## EVICTION ACTIONS IN COURT (TENANT SIDE)

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### STRATEGIES FOR TENANT'S ATTORNEY

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- Determine whether landlord wants:
  - Tenant out of the property
  - Back rent
  - Tenant out
- Negotiate tenant's departure for money and avoid trial; OR
- Tenant agrees to accept service, and stipulates entry of a judgment. Landlord agrees to stay of enforcement of the judgment for a period of time.
  - Back rent
  - Payment plan
- If landlord agrees, agreement should be secured by a confession of judgment which, on tenant's default, allows landlord to obtain a judgment against tenant without filing a new action.

### PROCEDURAL DEFENSES

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- Premature claim
- No required notice was given

- No required demand was given
- Notice or demand was not delivered to tenant or person over 13 in charge of or residing on premises, or was not posted
- Demand was otherwise improperly served (e.g. not by registered or certified mail, not return receipt requested, or not to last known address)
- Return was not properly sworn, if delivered by a person other than a process server
- Demand was not signed by a person claiming possession, or an agent or attorney
- Demand does not adequately describe premises
- Termination notice was too short

### **SUBSTANTIVE DEFENSES**

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- If being sued for forcible entry, tenant can claim that he entered peaceably
- If being sued for unlawfully withholding possession after a peaceable entry, tenant can claim that possession is lawfully withheld
- If being sued for entry of vacant premises without right or title, tenant can claim that he had right or title
- Landlord's notice of default was ineffective because no default existed at that time
- If being sued for breach of the lease, tenant can claim that any breach was not material, or that tenant breached a separate agreement that was independent of the lease
- If being sued for failure to pay rent or utilities, tenant can CURE the alleged breach (by paying the rent or utilities) within the appropriate cure period.
- Tenant should show the cancelled check or receipt, or present a witness who saw the payment or attempted payment.
- Fraudulent inducement to enter into a contract
- Duress
- Laches
- Breach of covenant of quiet enjoyment
- Waiver
- Wrongful actual or constructive eviction

- Breach of warranty of habitability
- NOTE: this can NEVER be waived in a lease

## WAIVER

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- This is a question of intent.
- Tenant can raise this in a motion to dismiss or with evidence at trial.
- Acceptance of rent is usually considered a waiver of forfeiture for a previous breach.
- If a landlord usually accepts late payment of rent, it is a waiver of landlord's right to declare the contract forfeited unless tenant is given specific written notice of the landlord's intent to require strict compliance henceforth.
- A landlord waives objections to a tenant's conduct that might constitute material noncompliance by subsequently accepting rent payments without protest.

## CONSTRUCTIVE EVICTION

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- Definition:
  - Something of a serious and substantial character done by the landlord that willfully or negligently deprives the tenant of the beneficial enjoyment of the premises in accordance with the terms of the lease.
- *Gibbons v. Hoefels*, 299 Ill. 455 (1921)
  - Tenant must have vacated the premises to use this counterclaim.
- Tenant should give the landlord the opportunity to correct the problem before vacating.

## RETALIATORY EVICTION

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- The eviction was an attempt at retaliation for protected activity by the tenant.
- Protected activity includes:

- Complaints to a governmental agency for a building or health code violation.
- Complaints of code violations of illegal landlord practices to a community organization or the news media.
- Requests to the landlord to make repairs covered by the lease or the code.
- Exercise of any right or remedy provided by law.
- Official testimony concerning condition of the premises.
- Membership in a tenant's union.
- Tenant must prove:
  - Tenant made complaints to a government authority.
  - Violations were found.
  - Landlord was informed of violations.
- Tenancy was terminated SOLELY because of those complaints, and NO OTHER VALID REASON exists for termination.

## REPAIRS AND HABITABILITY

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- Tenant can raise two claims if the premises is in poor condition:
  - Landlord's violation of an express promise to repair; and
  - Breach of implied covenant to repair the premises to comply with local building ordinances.

NOTE: a counterclaim of breach of implied warranty survives even if the landlord dismisses the complaint.

NOTE: even if tenant raises this counterclaim, he STILL must pay his rent UNLESS he leaves or never occupies the property

## IMPLIED WARRANTY OF HABITABILITY

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- The implied warranty of habitability requires that a dwelling be fit for living, and that at the beginning of the lease there can be no latent defect in facilities vital to the use of the dwelling for residential purposes and vital to the life, health and safety of the tenant. The premises must remain habitable during the term of the lease. A breach of the implied warranty of habitability must be a defect of a substantial nature that makes the premises unsafe or

unsanitary, and this unfit for living. However, the landlord is not required to insure that the dwelling is in a perfect or esthetically pleasing condition. Habitability standards may vary under community standards, and the legitimate expectation of the tenant as to the nature of the vital facilities and the extent and types of maintenance and repair are limited by the type of property and the amount of rent paid.

- There is no statewide law that specifies minimum standards for residential housing.
  - *Glasoev. Trinkle*, 107 Ill.2d. 1 (1985)

### IMPLIED WARRANTY OF HABITABILITY

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- Even if there is a breach of the implied warranty of habitability, the landlord is entitled to notice and to a reasonable time to correct the alleged deficiencies. The tenant is liable only for the fair rental value of the defective premises during the period of the breach of the implied warranty of habitability and is entitled to an abatement of rent in excess of that amount.
  - *Glasoev. Trinkle*, 107 Ill.2d. 1 (1985)
- The factors that a court will consider to determine if there has been a breach include:
  - The nature of the deficiency, its effect on habitability and the length of time it persisted.
  - The age of the structure, the amount of rent, the area where the structure is located.
  - Whether the tenant waived or caused the defect.

NOTE: The landlord's failure to repair may incur tort liability for willful and wanton misconduct as well as ordinary negligence.

- *Meinersv. Moyer*, 119 Ill.App.2d 94 (1970)

### COUNTERCLAIMS

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- Affirmative defenses are pleaded prior to counterclaims in an answer.

- Only germane counterclaims may be considered in an eviction action.
- Eviction counterclaims include:
- Breach of implied warranty
  - Claim to recover rent in excess of amount claimed
    - Based on breach of implied warranty of habitability
    - Or where landlord has charged more than public housing regulations allow
- Claim that landlord did not repair premises
- Claim of fraud
- Landlord breached the lease or made it impossible for the tenant to perform
- Eviction counterclaims include:
  - Landlord induced tenant into not curing a default within the specified time period
  - Landlord materially delayed the tenant's cure of a default by fraudulent misrepresentation
  - Landlord committed other fraud
  - Landlord tortuously interfered with a contract
  - Landlord interfered with quiet enjoyment
  - Welfare rent withholding, if the Dept. of Public Aid withholds the portion of the grant that covers housing when recipient lives in substandard housing
- Eviction counterclaims include:
  - Improper termination of tenancy
    - Racial discrimination
    - Other forms of discrimination
    - Breach of express covenant to repair
    - Breach of implied warranty of habitability in residential units
    - Tenant had to repair and deduct the cost from rents
    - Retaliatory eviction
    - Plaintiff's partial waiver of breach
  - Partial eviction
  - Res judicata
  - Condominium conversion

## POST-JUDGMENT COLLECTIONS

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### AFTER THE ORDER OF POSSESSION...

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- Generally, eviction proceedings end with an Order of Possession being issued by the Judge.
- The Landlord STILL cannot get his property back! He has to take the Order to the Sheriff's office and schedule a time for the Sheriff to come and evict the Tenant.

### JUDGMENT PROOF TENANTS

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- A lot of times, the tenant is judgment-proof, or has income or assets that a judgment creditor cannot access, including:
  - Take home pay of at least \$231.75/week (45 times the federal minimum wage) and at least 85% of the debtor's gross pay.
  - This means that the judgment debtor is entitled to keep the first \$231.75 of income he earns per week.
  - The judgment creditor can ask for a wage deduction of any amount over net pay of \$231.75 up to a maximum of 15% of the judgment debtor's total pay before taxes.
  - Government benefits like Social Security, Unemployment Insurance Benefits, Workers Compensation Benefits and welfare payments
  - Pension benefits
  - Child support, alimony or maintenance payments
  - \$2000 in cash or other property specified by the debtor
  - Up to \$1200 equity interest (the value of the car less the amount owed on it) in one car
  - Personal belongings, tools of a trade (not more than \$750)
  - Up to \$7500 equity in a home (\$15,000 for a married couple)
  - Medical equipment you need because of a medical condition



## CITATION TO DISCOVER ASSETS PROCEEDING

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- Complete a Citation to Discover Assets and a Citation Notice
- Have the Sheriff serve these papers on the Tenant.
- Attend the court hearing on the citation. The judge swears in the tenant, and answer's the landlord's question about his income and assets.
- If the tenant does not appear, the landlord can have the tenant held in contempt by filing an Order and Rule to Show Cause.

## ORDER AND RULE TO SHOW CAUSE

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- If the tenant does not appear at the hearing on the order and rule to show cause, the judge can enter a "Body Attachment".
- Essentially, the Sheriff is tasked with finding and arresting the tenant. This sometimes takes a while.
- When the landlord finally gets his hands on the tenant, he can question him about his assets in a citation hearing.
- The citation hearing process can go on for around six months.

## ILLINOIS JUDGMENTS

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- Judgments in Illinois are valid for seven years.
- They can be renewed pretty much indefinitely, however.
- If the tenant is judgment proof one year, he may not be judgment proof another.
- The landlord can decide how diligent he wants to be in the collections process. Most judgment debtors do not make it this far, it's a long and expensive process, with very small probability of payment of the judgment

## THE TENANT IS GAINFULLY EMPLOYED AND NOT JUDGMENT PROOF!

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- Step One:
  - Send a Wage Deduction Notice to the Tenant.
- Step Two:

- Complete the Affidavit for Wage Deduction Order.
  - Complete the Interrogatories/Answer to Wage Deduction Proceedings.
- Step Three:
  - File the documents in Step Two with the Clerk, who will issue a Wage Deduction Summons.
- Step Four:
  - Have the Sheriff serve on the Tenant's employer the following documents: (1) copy of the Wage Deduction Summons, one (1) copy of the Wage Deduction Notice, one (1) copy of the Affidavit for Wage Deduction and four (4) copies of the Interrogatories/Answer to Wage Deduction form.
- Step Five:
  - Go to court for the Wage Deduction Hearing. If the Tenant has non-exempt wages, the judge will order those wages

#### **TENANT IS GAINFULLY EMPLOYED AND NOT JUDGMENT PROOF!**

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- Wage Deduction Notice
- Affidavit for Wage Deduction
- Wage Deduction Summons
- Wage Deduction Order

#### **THE TENANT HAS A BANK ACCOUNT!**

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- Step One:
  - Fill out four forms:
    - Affidavit for Garnishment Non-Wage
    - Interrogatories to Garnishee
    - Non-Wage Garnishment Notice
    - Garnishment Summons—Non-Wage
- Step Two:
  - Have the Sheriff serve the papers on the Tenant
- Step Three:
  - The (usually) bank has to freeze the tenant's assets (usually checking account)

- Step Four:
  - Go to Non-Wage Garnishment Hearing
  - If the wages are exempt, the judge will say so
  - If they are not, the judge will issue a Turn Over Order

#### **THE TENANT HAS A BANK ACCOUNT!**

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- Affidavit for Garnishment-Non-Wage
- Non Wage Garnishment Notice
- Non Withholding Wage Deduction Order
- Turn Over Order

#### **THE TENANT HAS A HOUSE!**

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- Go to the Circuit Clerk's office and ask the Clerk to prepare a form called a "Memorandum of Judgment."
- Take the Memorandum of Judgment form prepared by the Clerk's office to the Recorder of Deeds for the Illinois County where the real estate is located.
- Now you have placed a lien on the Tenant's house.
  - Do this for every county in which the tenant has real estate

All forms referred to in this course are available on your District Court Website.