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PAUL BERNSTEIN, ESQ., ON CHICAGO TENANTS' RIGHTS
Chapter 5: COURT DECISIONS AND CERTAIN TENANT'S RIGHTS

At this point in our efforts to better understand the Chicago Residential Landlord and Tenant Ordinance ("RLTO"), it is appropriate to discuss two cases of the Illinois Appellate Court that interpret the RLTO.

Notices of Termination of Tenancy

The first case deals with how a notice of termination of tenancy is to be served. Illinois State law provides three methods of serving a notice of termination of tenancy (a five-day notice, for example): by delivering a copy to the tenant, or by leaving the notice with a person of the age of 13 years or more who resides or is in possession of the apartment or by sending a copy of the notice by certified or registered mail with a return receipt requested.

Until the following case was decided the by First District Illinois Appellate Court, it was the view of most of us that the failure to serve the notice in any-one of the three methods set forth in the State statute would render an eviction proceedings defective from the "get-go" and that if the tenant asked the court to dismiss the eviction proceedings because of such a defect, that the "motion" of the tenant should have been "sustained" or, allowed, and the eviction action dismissed.

However, in Prairie Management Corporation v. Anna Bell the Court held that slipping a copy of a "Notice of Termination of Tenancy" under the tenant's door and sending another copy by first-class mail, where the tenant admitted at trial that the tenant had received the notice, that the tenant had thereby "admitted to actual receipt of the notice." Therefore, the tenant was subject to the jurisdiction of the Court and the eviction case would continue to a conclusion. The Court stated that "the methods of service suggested in the relevant statute are not meant to be exhaustive."

As noted previously, tenants' attorneys had been successful in getting eviction actions dismissed where the landlord's method of service did not conform with the requirements of the Illinois statute. As matters stand now, the "slipped-under-the-door" notice can no longer be ignored.

This is of very special significance, as we have seen instances where tenants who had researched the statute decided not to appear in court or to be in court but unprepared, in reliance on their strict reading of the statute in regard to service of summons. Not being attorneys, they overlooked Court decisions interpreting the statute, and suffered because of lack of legal knowledge.

Actions for retaliatory conduct and who can sue

In the second case, (a Rule 23 decision which recites good law but this specific case itself can NOT be cited as precedent as the Rule of Law based on the decision in this case)

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Jacob George vs. Mohammed Siddiqui, decided July 29, 1997, the Court made two significant rulings. The court found that a pleading signed by a person who is not licensed to practice law in Illinois is a nullity, that such a complaint should be dismissed "and if the suit has proceeded to judgment, the judgment is void and will be reversed."

Further, and of great importance to tenants in the City of Chicago, the court noted that if a tenant has taken action protected under the Ordinance, that "the mere threat of a lawsuit is sufficient for a tenant to bring a retaliatory conduct claim" against a landlord. This, however, gets us into the Retaliatory Eviction issues raised by Section 5-12-150 of the RLTO – a very sophisticated, complicated and troublesome section of a law if there ever was one. (We will discuss that section in a subsequent chapter.)

As one can see from these two cases, the Chicago law of landlord and tenant is complicated and is evolving, so, in my view, the advice of an attorney is always very important.