

[p1]

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT [p2] [p3]

<<Tenant>>,]		
]	
Plaintiff,]		
]	Case No.:	
vs.]		
]		
]		
<<Landlord>>]	Amount Claimed :	\$<<TotalClaim>>
]		
Defendant.]	Return Date:	
]		

COMPLAINT [p4]

FACTS COMMON TO ALL COUNTS OF THIS COMPLAINT

Now comes the Plaintiff, <<Tenant>>, (hereinafter called “**Plaintiff**”), by and through attorney, Paul Bernstein, and complaining of the Defendant, <<Landlord>> (hereinafter called “**Defendant**”), and alleges as follows:

1. At the times stated in this complaint, Plaintiff was a tenant in a residential apartment number “1-WEST [p5]” in the City of Chicago, State of Illinois, (hereinafter sometimes called the “apartment”) in the building located at 2645 West Greenleaf [p6], Chicago, Illinois, 60645 [p7] (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 the date or dates noted below, Plaintiff entered into a

written/verbal_[p8] lease with Defendant for the said apartment in said building, details as to said lease or leases being as follows_[p9]:

Date of Lease:
Start Date of Tenancy:
End Date of Tenancy:
Monthly Rent:
Security Deposit:

A Copy of said written lease between the parties is attached hereto as **Exhibit A** and_[p10] by this reference, made a part hereof.

4. The building consists of less than six residential apartments and the owner did not live in the said building at any time referred to in this Complaint_[p11].

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 to the Defendant.

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 landlords 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.

15. That present case-law provides that even if there are multiple violations of the various sub-sections of Section 5-12-080 of the RLTO, that a tenant or former-tenant may recover the penalty damages of two-times the amount of the security deposit from the landlord only once. Therefore, even though there may be multiple counts in this complaint under various sub-sections of § 5-12-080 of the RLTO, Plaintiff is demanding only ONE, two-time penalty damages as to § 5-12-080 claims.

COUNT I_[p12]
LANDLORD DID NOT COMPLY WITH
THE REQUIREMENTS OF
§ 5-12-080(a) OF THE RLTO
IN REGARD TO PLAINTIFF'S SECURITY DEPOSIT

As and for this Count of the Plaintiff's complaint due to the failure of the landlord

to comply with the requirements of § 5-12-080(a) of the RLTO, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above “Facts Common To All Counts of this Complaint” as paragraphs 1-15 of this Count.

16. 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).

17. Defendant commingled the Plaintiff’s security deposit with other monies of the Defendant_[p13].

18. 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_[p14] follows:

- A. Damages in an amount equal to two times the amount of Plaintiff’s security deposit, which was in the sum of \$<<SD>>.00_[p15], or damages in the sum of \$<<2xSD>>.00_[p16] 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 II_[p17]
VIOLATION OF § 5-12-080(b) OF THE RLTO

FAILURE TO PROVIDE RECEIPT FOR SECURITY DEPOSIT

As and for this Count of the Plaintiff's complaint due to the failure of the landlord to comply with the requirements of § 5-12-080(b) of the RLTO, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above "Facts Common To All Counts of this Complaint" as paragraphs 1-15 of this Count.

16. 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).

17. 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 \$<<SD>>.00, or damages in the sum of \$<<2xSD>>.00 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 III [p18]
VIOLATION OF § 5-12-080(c) OF THE RLTO
LANDLORD FAILED TO
PAY INTEREST ON THE TENANTS SECURITY DEPOSIT

As and for this Count of the Plaintiff's complaint due to the failure of the landlord to comply with the requirements of § 5-12-080(c) of the RLTO, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above "Facts Common To All Counts of this Complaint" as paragraphs 1-15 of this Count.

16. That Section **5-12-080(c)** of the RLTO provides for the payment of interest after every twelve months of leasing, by the landlord on a tenant's security deposit.

17. 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 \$<<SD>>.00, or damages in the sum of \$<<2xSD>>.00 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 [p19]
VIOLATION OF § 5-12-080(d) OF THE RLTO

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

As and for this Count of the Plaintiff's complaint due to the failure of the landlord to comply with the requirements of § 5-12-080(d) of the RLTO, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above "Facts Common To All Counts of this Complaint" as paragraphs 1-15 of this Count.

16. The tenant vacated the premises at the end of the lease between the parties on July 12, 2003 [p20]:

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

18. 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 \$<<SD>>.00, or damages in the sum of \$<<2xSD>>.00.00 plus interest as provided by law;
- B. The mandatory return of the full security deposit as required by law, in the sum of \$<<SD>>.00 which, along with the damages due on this count, is a total of **\$???????.00** damages due from Defendant on this Count.
- C. 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;
- D. Such other and further relief as the Court deems proper.

COUNT V^[p21]
LANDLORD'S BREACH OF THE IMPLIED WARRANTY OF HABITABILITY

As and for this Count of the Plaintiff's complaint for Defendant's Breach of the Implied Warranty of Habitability, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above "Facts Common To All Counts of this Complaint" as paragraphs 1-15 of this Count.

16. Under the doctrine of the implied warranty of habitability, the warranty is applicable as to 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.

17. The apartment and the premises had numerous, substantial building code violations and substantial items needing repairs during the tenancy of Plaintiff.

18. 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."

19. 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 Defendants 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 VI_[p22]
VIOLATION OF § 5-12-170 OF THE RLTO
LANDLORD FAILED TO PROVIDE THE TENANT WITH A COPY OF THE
CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE

As and for this Count of the Plaintiff's complaint due to the failure of the landlord to comply with the requirements of § 5-12-170 of the RLTO, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above "Facts Common To All Counts of this Complaint" as paragraphs 1-15 of this Count.

16. 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 Defendant under this Count due the Defendant's 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 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 VII
LANDLORD FAILED TO COMPLY WITH THE
MONTHLY PENALTY FEE LIMITATIONS
PURSUANT TO SECTION 5-12-140(h) OF RLTO

As and for this Count of the Plaintiff's complaint due to the failure of the landlord to comply with the requirements of § 5-12-140(h) of the RLTO, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above “Facts Common To All Counts of this Complaint” as paragraphs 1-15 of this Count.

16. Under Section 5-12-140(h) of RLTO, no rental agreement may require the tenant to pay a charge, fee or penalty in excess of \$10.00 per month for the first \$500.00 in monthly rent plus 5% per month for any amount in excess of \$500.00 in monthly rent.

17. The landlord charged a penalty late fee in excess of the amount allowed by the RLTO

18. Under Section 5-12-140(h), if the landlord attempts to enforce a provision in a rental agreement prohibited by this section the tenant may recover two months rent plus actual damages sustained by the tenant because of the enforcement of a prohibited provision

18. Defendant’s failure to comply with Monthly Penalty Fee Limitations is a 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 failure of the Defendant to comply with Monthly Penalty Fee Limitations under Section 5-12-140(h) of the RLTO, as follows:

- A. Damages in the amount equal to two months rent, which is the sum of \$<<2xRent>>, 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 VIII
VIOLATION OF § 5-12-050 OF THE RLTO

LANDLORD ILLEGALLY ENTERED TENANT'S APARTMENT

As and for this Count of the Plaintiff's complaint due to the landlord illegally entering the Plaintiff's apartment, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above "Facts Common To All Counts of this Complaint" as paragraphs 1-15 of this Count.

16. Under Section 5-12-050 of the RLTO "...the Landlord shall give the tenant notice of the landlord's intent to enter of no less than two days..."

17. The landlord went into the premises without giving the tenants 48 hours notice of entry during the tenancy of the tenant in the premises.

18. Under Section 5-12-060 of the RLTO, the plaintiff is entitled to damages in "...an amount equal to not more than one month's rent or twice the damage sustained by him, whichever is greater."

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

- A. Damages in an amount equal to one time the amount of Plaintiff's rent or damages in the sum of \$<<Rent>> 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 IX
VIOLATION OF § 5-12-150 OF THE RLTO
RETALIATORY EVICTION

As and for this Count of the Plaintiff's complaint due to the landlord illegally entering the Plaintiff's apartment, Plaintiff states as follows:

1-15 Plaintiff incorporates paragraphs 1-15 of the above “Facts Common To All Counts of this Complaint” as paragraphs 1-15 of this Count.

16. The Plaintiff requested necessary repairs to the premises [p23].

17. Within 12-months after the tenant demanded repairs [p24], the landlord initiated eviction proceedings and/or failed to renew the lease of the tenant.

18. Under Section 5-12-150 of the RLTO(d), 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 or taken any of the other actions as set forth in said Section 5-12-150 of the RLTO.

18. Defendants’ retaliated against Plaintiff after the Plaintiff requested repairs to the tenant’s apartment, in violation of express provisions of the RLTO [p25].

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 \$<<Rent>>, or the sum of \$<<2xRent>>, 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.

Attorney for Plaintiff,
<<Tenant>>

Paul Bernstein, Esq.
Attorney for Plaintiff,
GOLDSTEIN, FISHMAN, BENDER & ROMANOFF
Attorney for <<Tenant>>
1 N. LaSalle, Ste. 26th Floor
Chicago, Illinois 60602
(312) 346-8558
Attorney ID No. 26707

CLIENT QUESTIONNAIRE
SECURITY DEPOSIT and OTHER COUNTS
ONE PLAINTIFF

CURRENT CLIENT INFORMATION

Date of Interview: _____

Name of Client: _____

Who referred you to us? _____

Paul Bernstein web site? _____

Metropolitan Tenants Org? _____

Legal Assistance Found? _____

Lawyers Committee? _____

Another attorney – Name: _____

Yellow pages? _____

Other? _____

Social Security Number: _____

Current Street Address of Client: _____

Current City, State, Zip of Client: _____

Telephone Numbers:

Home: _____

Office: _____

Cell: _____

Fax: _____

Close Relative: _____

LANDLORD BASIC INFORMATION

Name of Landlord: _____

Business/Home Address of LL: _____

Telephone Number of LL: _____

LEASE INFORMATION

Written or Oral Lease?:

If Oral Lease:

Date first Took Occupancy: _____

Monthly Rent: _____

Security Deposit, if any: _____

Date Lease Ended: _____

Notice To Terminate Given: Yes/No

If so, describe/details: _____

Landlord have new address? Yes/No

If WRITTEN Lease: (If more than one lease, type in additional information)

Date of lease: _____

Begin Date: _____

End Date: _____

Monthly Rent: _____

Security Deposit, if any: _____

COUNTS OF COMPLAINT

Check All Applicable Counts

[] Commingling, etc.: §5-12-080(a_[p26])

[] No Receipt: §5-12-080(b)

[] No Interest: §5-12-080(c)

[] No Return: §5-12-080(d)

- [] No Notice – Seller: §5-12-080(e_[p27])
- [] No Notice – Buyer: §5-12-080(e_[p28])
- [] Implied Warrant of Habitability
- [] Intentional Infliction of Emotional Distress
- [] Negligent Infliction of Emotional Distress
- [] No RLTO Summary: §5-12-170
- [] Excessive Penalty §5-12-140(h)
- [] Illegal Entry §5-12-050
- [] Retaliatory Eviction: §5-12-150
- [] Utility Violations State Law
- [] Other? _____

INTAKE PERSON INFORMATION:

Intake Person's name: _____

Date of Intake: _____

Method of Intake:

In Person? _____

Via Telephone? _____
866 number or law firm number or cell

Via eMail/Internet? _____

REVIEWER INFORMATION:

Reviewer Name: _____

Date of Review: _____

Comments or suggestions
by Reviewer: _____

ACTION ITEMS:

Date of final review by PB: _____

Date check request submitted: _____

Date case filed: _____

Case Number: _____

VARIABLES:

MARKER

REPLACE WITH

Plaintiff/Tenant/OUR Client	<<Tenant>>	Name of Our client/tenant
Defendant/Landlord	<<Landlord>>	Former Landlord name
Total Claim	<<TotalClaim>>	Total of ALL Counts (NO STACKING under 080)
Monthly Rent	<<Rent>>	Monthly Rent
Two-Times the Rent	<<2xRent>>	Two-times rent
Security Deposit	<<SD>>	Security Deposit
Two Times the Security Deposit	<<2xSD>>	Two-times Security Deposit

Variables with NO MARKER – Requiring ONE-TIME Entry by typist

(Typist – please place a check mark after completion of each DATA entered)

Apartment number _____

Apartment address _____

Zip code _____

Date of Lease: _____

Start Date of Tenancy: _____

End Date of Tenancy: _____

C:\FORMS POST LIVADITIS**ONE** PLAINTIFF - ALL COUNTS POSSIBLE
POST LIVADITIS.doc
Paul's laptop computer
Done on September 3, 2006

Copy on Paul's laptop computer at:
C:\FORMS POST LIVADITIS\ACTUAL POST LIVADITIS NEW
COMPLAINTS\ONE PLAINTIFF - ALL COUNTS POSSIBLE POST LIVADITIS.doc

L:\FORMS FOR SECURITY
DEPOSITS\ONE_PLAINTIFF___ALL_COUNTS_POSSIBLE_POST_LIVADITIS.
doc

C:\Fleischer
Ron\ONE PLAINTIFF ALL COUNTS PO
SSIBLE POST LIVADITIS.doc