IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

MUNICIPAL DEPARTMENT, FIRST DISTRICT

[YOUR NAME] )

)

Plaintiff, )

v. ) Case No.:

)

[LANDLORD NAME] ) Amount Claimed: $

) plus court costs

Defendant. )

**COMPLAINT**

NOW COMES the Plaintiff, [YOUR NAME], pursuant to Section 5-12-010 *et seq.* of the Chicago Residential Landlords and Tenants Ordinance, and complaining of Defendant, [LANDLORD NAME], states the following in support of his/her Complaint:

**GENERAL ALLEGATIONS**

1. Plaintiff is a resident of the State of Illinois and of Cook County.
2. Defendant is an “Owner” and “Landlord” as defined by the Chicago Residential Landlords and Tenants Ordinance (“CRLTO”). 5-12-030(b); 5-12-030(c).
3. Plaintiff is a “Tenant” as defined by the CRLTO. 5-12-030(i).
4. Plaintiff entered into a lease with Defendant for [*property address*] (“Premises”) on or about [*date you signed the Lease*]. (*See* Lease, attached as **Exhibit A**).
5. Plaintiff paid to Defendant a security deposit of $[*amount of security deposit*].
6. Plaintiff moved out of the Premises on or about [*move out date*].
7. On or about [*date you received itemized statement*], Plaintiff received from Defendant a statement indicating that $[*amount landlord is withholding*] would be deducted from her security deposit, leaving an amount owed to Ms. Bonds of $[*amount returned to you*]. (*See* Security Deposit Statement, attached as **Exhibit B**).
8. Defendant did not provide Plaintiff with copies of the paid receipts for the claimed repairs detailed in the Security Deposit Statement, nor did he provide him/her with a certification of the actual costs of repairs of damage.

**COUNT I – FAILURE TO COMPLY WITH 5-12-080 OF THE CRLTO**

1. Plaintiff incorporates herein the allegations contained in Paragraphs 1-8.
2. This tenancy and transaction is governed by the CRLTO.
3. The CRLTO provides in relevant part that:

A landlord shall hold all security deposits received by him in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord . . .

CRLTO (5-12-080(a)(1)).

The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant.

CRLTO (5-12-080(a)(3).

1. Section 5-12-080(d) provides in relevant part that:

[T]he landlord, or successor landlord, may deduct from such security deposit or interest due thereon for the following: A reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In case of such damage, the landlord shall deliver or mail to the last known address of the tenant within 30 days an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, *attaching copies of the paid receipts for the repair or replacemen*t. *If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees within 30 days from the date the statement showing estimated cost was furnished to the tenant.*

CRLTO 5-12-080(d) (emphasis added).

1. Lastly, CRLTO subsection 5-12-080(f) provides that if a landlord “fails to comply with any provision of Section 5-12-080 (a) – (e), the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-081.” CRLTO 5-12-080(f).
2. Illinois courts have held that the statutory penalty in CRLTO subsection 5-12-080(f) is a separate penalty that applies *in addition* to the return of a tenant’s security deposit. “We note that the ordinance provides for the return of the deposit *and* the statutory damages where a landlord fails to [comply with CRLTO 5-12-080 (a) – (e)].” *Solomon v. American National Bank and Trust Company*, 243 Ill.App.3d 132 at 137, 612 N.E.2d 3 at 7 (1st Dist. 1993).
3. Defendant violated subsection 5-12-080(a)(3) because he failed to disclose in the Lease the name and address of the bank where the security deposit would be deposited.
4. Defendant violated CRLTO 5-12-080 by failing to state the name of the financial institution in which the security deposit would be held, by failing to provide Plaintiff with a security deposit receipt, and on information and belief, by failing to place the security deposit in a separate, interest-bearing account, free from the reach of creditors.
5. Defendant violated subsection 5-12-080(d) by failing to furnish Plaintiff with copies of paid receipts or a certification of actual costs of repairs for the damages itemized on the Security Deposit Statement.

**WHEREFORE**, Plaintiff prays that this Honorable Court:

A. Enter a judgment in favor of Plaintiff and against Defendant for $[*amount request in judgment*];

B. Enter a judgment in favor of Plaintiff for court costs and attorney’s fees as provided by CRLTO section 5-12-180;

C. Award any such other relief that this Court finds just and equitable.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Your Name]

Pro Se

[Your Name]

[Your Address]

[Your Address]

[Your email address]