

Your rights as a landlord or tenant in Illinois -- Supplement 8

This supplement includes a forms guide as well as forms. The forms guide is for use only in filling out the forms. For more information about what these forms mean or are used for, consult the appropriate Self Help packet.

8Board of Trustees, Southern Illinois University

Version 2

Forms that are included in this supplement:

Application To Sue As A Poor Person

5 Day Notice

10 Day Notice

30 Day Notice

Complaint In Forcible Entry and Detainer and/or Damages

Order Of Eviction and/or Payment

Answer to Housing Complaint- Apartments and Houses

Answer to Housing Complaint- Mobile Homes

FORMS GUIDE

ALL FORMS:

At the top of each form is the "caption". It is completed as follows:

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE **(number of circuit)** JUDICIAL CIRCUIT
(name of county) COUNTY

(Landlord=s name))	
)	
)	
v.)	No. (get from Clerk at the time you file)
)	
(Tenant=s name))	
)	
Defendant.)	

Determine the number of the "Circuit" according to the chart on the next page. If your county does not appear in the chart, call the Circuit Clerk in the county in which you will be filing your case and ask for the number of the Circuit.

Circuit Courts in Illinois

Cook County is its own judicial circuit. The rest of the counties in Illinois fall into one of 21 circuits.

First Circuit -	The counties of Alexander, Pulaski, Massac, Pope, Johnson, Union, Jackson, Williamson and Saline.
Second Circuit -	The counties of Hardin, Gallatin, White, Hamilton, Franklin, Wabash, Edwards, Wayne, Jefferson, Richland, Lawrence and Crawford.
Third Circuit -	The counties of Madison and Bond.
Fourth Circuit -	The counties of Clinton, Marion, Clay, Fayette, Effingham, Jasper, Montgomery, Shelby and Christian.
Fifth Circuit -	The counties of Vermilion, Edgar, Clark, Cumberland and Coles.
Sixth Circuit -	The counties of Champaign, Douglas, Moultrie, Macon, DeWitt and Piatt.
Seventh Circuit -	The counties of Sangamon, Macoupin, Morgan, Scott, Greene and Jersey.
Eighth Circuit -	The counties of Adams, Schuyler, Mason, Cass, Brown, Pike, Calhoun and Menard.
Ninth Circuit -	The counties of Knox, Warren, Henderson, Hancock, McDonough and Fulton.
Tenth Circuit -	The counties of Peoria, Marshall, Putnam, Stark and Tazewell.
Eleventh Circuit -	The counties of McLean, Livingston, Logan, Ford and Woodford.
Twelfth Circuit -	The county of Will.
Thirteenth Circuit	The counties of Bureau, LaSalle and Grundy.
Fourteenth Circuit -	The counties of Rock Island, Mercer, Whiteside and Henry.
Fifteenth Circuit -	The counties of JoDaviess, Stephenson, Carroll, Ogle and Lee.
Sixteenth Circuit -	The counties of Kane, DeKalb and Kendall.
Seventeenth Circuit -	The counties of Winnebago and Boone.
Eighteenth Circuit -	The county of DuPage.
Nineteenth Circuit -	The counties of Lake and McHenry.
Twentieth Circuit -	The counties of Randolph, Monroe, St. Clair, Washington and Perry.
Twenty-first Circuit -	The counties of Iroquois and Kankakee.

FORM: Application to Sue as a Poor Person

- Introduction:** Your name
- Paragraph 1:** Your address, include street and city.
- Paragraph 2:** The amount and source of your income, for example, \$339.00 per month in AFDC, supplemented by Food Stamps.
- Paragraph 3:** List other sources of income not listed in 2.
- Paragraph 4:** The amount of income you had in the last year.
- Paragraph 5:** Should be the same as 2, unless you expect your income to go up or down, in which case you should list what you expect your income to be.
- Paragraph 6:** List the names and birthdates of your children and/or others you support financially.
- Paragraph 7:** First blank: total value of your possessions;
Second blank: year and make of your car; if you do not have a car, simply put "none";
Third blank: value of your car;

Sign your name on the lines that say "Applicant" and print your name below each line.

FORM: 5 Day Notice

- TO: blanks:** The name and street address (city, town, state) of the tenant.
- Paragraph 1:**
- First blank:** The money you are owed by the tenant.
- Second blank:** The street address of the property the tenant is leasing from you.
- Third blank:** The city where the property is located.
- Fourth blank:** The county where the property is located

Sign the form above where it says Landlord and put the date you signed the form above where it says DATE.

FORM: 10 Day Notice

TO: blanks: The name and street address (city, town, state) of the tenant.

Paragraph 1:

First blank: The street address of the property the tenant is leasing from you.

Second blank: The city where the property is located.

Third blank: The county where the property is located

Paragraph 3:

First blank: Put a date at least 30 days from the date you complete the form.

Sign the form above where it says Landlord and put the date you signed the form above where it says DATE.

FORM: 30 Day Notice

TO: blanks: The name and street address (city, town, state) of the tenant.

Paragraph 1:

First blank: The street address of the property the tenant is leasing from you.

Second blank: The city where the property is located.

Third blank: The county where the property is located

Paragraph 2:

First blanks: In detail, describe how the tenant violated the lease, include what provision of the lease the tenant

violated.

Sign the form above where it says Landlord and put the date you signed the form above where it says DATE.

FORM: Complaint In Forcible Entry and Detainer and/or Damages

First blank: Your name.

Second blank: Street address of the property you are leasing to the tenant.

Third blank: City in which the property is located.

Fourth blank: County in which the property is located.

Fifth blank: The tenant's name

Sixth blank: The amount of money the tenant owes you in rent and/or damages.

Sign your name on both blank lines next to where it says "Plaintiff" and print your name below each signature.

FORM: Order For Possession and/or Payment

FILL OUT ONLY THE CAPTION

LEAVE THE REST FOR THE JUDGE TO COMPLETE.

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

_____	Plaintiff,)	_____ Application granted
)	_____ Application denied
)	
v.)	No. _____
)	
_____	Defendant.)	_____, 20__
)	_____
)	JUDGE

APPLICATION TO SUE AS A POOR PERSON

I, _____, on my own behalf, on oath state:

1. My current address is _____.

2. My occupation, source of income, amount of public benefits is _____.

3. My other sources of income or support are _____.

4. My income for the preceding year was approximately _____.

5. The sources and amounts of income I expect to receive in the future are:

_____.

6. Person(s) who are dependent on me for support are: _____

_____.

7. I own no real estate. The total value of all my personal property does not exceed \$_____ in value and consists of clothing and furniture, and other household items, including a 20____, _____ motor vehicle, valued at \$_____.

8. I filed no applications for leave to sue or defend as a poor person during the preceding year, and none were filed on my behalf.

9. I am unable to pay the costs of commencing and prosecuting this action.

10. I have a meritorious claim.

WHEREFORE, Applicant prays the Court to permit her/him to commence and prosecute this action as a poor person under 735 ILCS 5/5-105 of the Code of Civil Procedure.

Plaintiff

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Plaintiff

5 DAY NOTICE

TO:

YOU ARE HEREBY NOTIFIED THAT:

1) You owe the undersigned landlord the sum of \$ _____ for past due rent for the premises you are leasing at: _____ in the City of _____ in the County of _____, in the State of Illinois.

2) Payment of the above amount has been and is demanded by the undersigned landlord and if payment is not made within 5 (five) days of the date this notice was served, your lease will be terminated.

DATE

Landlord

10 DAY NOTICE

TO:

YOU ARE HEREBY NOTIFIED THAT:

1) You are leasing property from the undersigned landlord at: _____
_____ in the City of _____ in
the County of _____, in the State of Illinois.

2) You have violated the terms of the lease by : _____

_____.

3) Your tenancy will end 10 (ten) days after the date of service of this Notice.

DATE

Landlord

30 DAY NOTICE

TO:

YOU ARE HEREBY NOTIFIED THAT:

1) You are leasing property from the undersigned landlord at: _____
_____ in the City of _____ in
the County of _____, in the State of Illinois on a month to
month lease.

2) Under Illinois law, this tenancy can be terminated by the landlord by delivering
to the tenant a notice of the intention to terminate the tenancy at least 30 (thirty) days
prior to the end of the monthly lease term.

3) Please regard this as notice of the undersigned landlord's intention to
terminate the rental agreement on _____, 20___. This notice does not
waive the right to collect the agreed upon rent for the period of this notice.

DATE

Landlord

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

_____)	
)	
Plaintiff,)	
)	
v.)	Case Number: _____
)	
)	Rent or damage claimed: \$_____
_____)	
Defendant.)	
)	

COMPLAINT IN FORCIBLE ENTRY AND DETAINER AND/OR DAMAGE CLAIMS

I, _____, state the following items are true:

1. This Court has jurisdiction over the subject matter and myself
2. I am entitled to possession of the premises located at:

_____ in the City of _____ in the County

of _____, in the State of Illinois.

3. The defendant _____ is unlawfully withholding possession of the above described premises from me.

4. The defendant owes me \$ _____ for past due rent and/or damages.

WHEREFORE, I request that the Court grant me possession of the premises and \$ _____ as rent and/or damages.

Plaintiff

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she/he verily believes the same to be true.

Plaintiff

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

_____)	
	Plaintiff,)	
)	
v.)	Case Number: _____
)	
_____)	
	Defendant.)	
)	

ORDER FOR POSSESSION AND/OR PAYMENT

The Court, having considered the Complaint filed herein by Plaintiff, heard the evidence, and being otherwise fully advised in the premises, finds as follows:

IT IS HEREBY ORDERED THAT:

A: Plaintiff is awarded the possession of the premises located at: _____

B: Defendant shall relinquish possession and vacate the premises by :

_____, 20__ at _____ .M. Upon

Defendant's failure to relinquish possession and vacate the premises by said date, the Sheriff of the county is hereby ordered to remove said Defendant and his/her belongings from said premises.

C. Defendant shall pay to Plaintiff the sum of \$_____ for past due rent and/or damages. This amount shall accrue interest annually at a 9% rate.

DATE: _____

ENTER: _____
JUDGE

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

Plaintiff

)
)
)
)
)

Case number: _____

Defendant

**ANSWER AND AFFIRMATIVE DEFENSES TO AN EVICTION COMPLAINT
APARTMENTS AND HOUSES**

1. I deny that the landlord/owner has a right to possession of the property in question.

2. I have an agreement about the property with: _____

3. Our agreement is: (circle one) *in writing* *NOT in writing*

4. I am: (circle one) *renting this property* *buying this property*

5. Check YES if all three of the following statements apply to your situation. If they do not, then check NO.

I am buying, not renting this property; through a contract for deed;
The payments on my contract for deed are over a period of more than five years; AND
I have paid more than twenty percent of the purchase price.

Yes No If yes, then I should be evicted through the mortgage foreclosure process.

6. IF I have broken our agreement, it was because (check all that apply):

- I had to pay for repairs that owner/ landlord refused to make to keep the property in a livable condition
- the property was in an unlivable condition
- the owner/landlord broke our agreement first by: _____

7. IF I have broken our agreement, the owner/landlord waived the violation by accepting a payment after learning of the violation. Yes No

8. IF I have broken our agreement, I have corrected or attempted to correct this breach by (check all that apply):

- paying the following amount \$ _____ on the following date: _____
- attempting to pay the following amount \$ _____ on the following date _____ but it was refused by the owner/landlord.
- other: _____

9. I have failed to receive the following notice as required by law or by our agreement (check one)

30 day notice before the date the lawsuit was filed

this notice is required in leases that are month to month where the eviction is not for a breach of the agreement but because the term of the agreement expired and in contract for deed cases.

10 day notice before the date the lawsuit was filed that correctly specified how the agreement was violated

this notice is required for any breach of a lease agreement except for nonpayment of rent

7 day notice before the date the lawsuit was filed

this notice is required in leases that are week to week where the eviction is not for a breach of the agreement, but because the agreement ended

5 day notice before the date the lawsuit was filed that correctly specified the amount owed.

this notice is required in cases of nonpayment of rent

Other: _____

10. The landlord/owner has broken our agreement by (check all that apply):

failing to maintain the property in a livable condition

failing to provide either heat, water, sewer, or electricity

interfering unreasonably by frequently entering the property or by entering the property without notice

failing to pay the utility bill which is in the owner/landlord's name

failing to provide me with a written copy of any changes to our agreement

11. The landlord/owner has tried to evict me in an unlawful manner by: (check all that apply)

locking me out of the property

moving my personal belongings without a court order

turning off my utilities

failing to make necessary repairs to the property

interfering with my personal enjoyment of the property

attempting to retaliate against me for my complaint to a government authority

discriminating against me on the basis of age, gender, religion, race, disability, national origin, or family status

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Signature

Date

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
_____ COUNTY

Plaintiff)

Defendant)

Case number: _____

ANSWER AND AFFIRMATIVE DEFENSES TO AN EVICTION COMPLAINT
MOBILE HOMES

1. I deny that the landlord/owner has a right to possession of the property in question.

2. I have an agreement about the property with:

3. Our agreement is: (circle one) *in writing* *NOT in writing*

4. I am: (check one) renting the mobile home and the lot
 buying the mobile home, but renting the lot
 buying the mobile home and the lot

5. Check YES if all three of the following statements apply to your situation. If not, then check NO.

I am buying, not renting this property; through a contract for deed;
The payments on my contract for deed are over a period of more than five years; AND
I have paid more than twenty percent of the purchase price.

Yes No If yes, then I should be evicted through the mortgage foreclosure process.

6. IF I have broken our agreement, it was because (check all that apply):

I had to pay for repairs that owner/ landlord refused to make to keep the property in a livable condition
 the property was in an unlivable condition
 the owner/landlord broke our agreement first by:

7. IF I have broken our agreement, I have corrected or attempted to correct this breach by (check all that apply):

paying the following amount \$_____ on the following date:

attempting to pay the following amount \$_____ on the following date:

but it was refused by the owner/landlord.

other:

8. IF I have broken our agreement, the owner/landlord waived the violation by accepting a payment after learning of the violation.

Yes No

9. I have failed to receive the following notice as required by law or by our agreement (check one):

30 day notice before the date the lawsuit was filed

this notice is required in leases that are month to month where the eviction is not for a breach of the agreement but because the term of the agreement expired and in contract for deed cases.

10 day notice before the date the lawsuit was filed that correctly specified how the agreement was violated

this notice is required for any breach of a lease agreement except for nonpayment of rent

7 day notice before the date the lawsuit was filed

this notice is required in leases that are week to week where the eviction is not for a breach of the agreement, but because the agreement ended

5 day notice before the date the lawsuit was filed that correctly specified the amount owed.

this notice is required in cases of nonpayment of rent

Other:

10. The landlord/owner has broken our agreement by (check all that apply):

failing to maintain the property in a livable condition

failing to provide me with a written copy of all rules and regulations governing the park BEFORE I signed my lease

failing to provide either heat, water, sewer, or electricity

interfering unreasonably by frequently entering the property or by entering the property without notice

failing to pay the utility bill which is in the owner/landlord's name

failing to provide me with a written copy of any changes to our agreement

charging me a security deposit higher than one month's rent

11. I live in a mobile home park that contains five or more mobile homes. The landlord/owner has violated the law by (check all that apply):

failing to provide me a written 12 month lease

failing to automatically renew my lease without a 30 day notice

failing to provide me with a written copy of all rules and regulations governing the park BEFORE I signed my lease

failing to provide me with a year's notice of closing the mobile home park

failing to provide me with a written copy of any changes to our agreement

failing to provide me with 30 days advance written notice of any changes to park rules

charging late fees for rent which was less than five days late

12. The landlord/owner has tried to evict me in an unlawful manner by: (check all that apply):

locking me out of the property

moving my personal belongings without a court order

turning off my utilities

failing to send me written notice of a violation of our agreement as well as a 24 hour period to correct the violation

failing to make necessary repairs to the property

interfering with my personal enjoyment of the property

attempting to retaliate against me for my complaint to a government authority

discriminating against me on the basis of age, gender, religion, race, disability, national origin, or family status

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Signature

Date

