2016 IL App (2d) 150487-U
No. 2-15-0487
Order filed June 7, 2016

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

EAGLE MANAGEMENT, LLC,	)	Appeal from the Circuit Court
	)	of Lake County.
Plaintiff-Appellee,	)	
	)	
v.	)	No. 15-LM-530
	)	
LATONIA MALLETT,	)	Honorable
	)	John J. Scully,
Defendant-Appellant.	)	Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices Hutchinson and Jorgensen concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly granted plaintiff's forcible-entry complaint: the evidence was that the lease permitted plaintiff to serve notice by posting, and, by failing to cite pertinent authority, defendant forfeited her argument that the lease provision was unenforceable.

¶ 2 Plaintiff, Eagle Management, LLC, filed a forcible entry and detainer action against *pro se* defendant, LaTonia Mallett. Following a hearing, the trial court entered judgment for plaintiff. Subsequently, defendant filed an emergency motion to stay the eviction, arguing, *inter alia*, that the judgment was void for lack of jurisdiction, because of the improper service of the statutory five-day notice. The court denied the motion. Defendant filed a motion for

reconsideration and reformation, which was also denied. Defendant timely appealed. For the reasons that follow, we affirm.

¶ 3 I. BACKGROUND

¶ 4 On March 18, 2015, plaintiff filed a complaint in forcible entry and detainer against defendant, seeking possession of an apartment unit in Gurnee and $649.28 in past-due rent plus costs, attorney fees, and all accruing rent. A hearing took place on April 8, 2015, at which the following relevant evidence was presented.[1]

¶ 5 Eleanor Sidivy, an employee of plaintiff, testified that defendant had been a long-time tenant of plaintiff. According to Sidivy, defendant's lease expired on February 28, 2015, and plaintiff was not willing to renew the lease. Sidivy identified Exhibit A as a copy of a lease between plaintiff and defendant, with a lease period of March 1, 2013, to March 31, 2013.[2] Sidivy next identified Exhibit B as a copy of a lease renewal between plaintiff and defendant, with a lease period of March 1, 2014, to February 28, 2015. According to Sidivy, on February 6, 2015, she posted a five-day notice, identified as Exhibit C, on defendant's door, after first knocking on the door and receiving no response. She also slid a copy of the notice under the door. The notice demanded $1,149.97 in past-due rent. She further testified that paragraph 49 of the lease authorized posting the five-day notice in such a manner.[3]

[1] There was no court reporter present at the hearing; however, the trial court prepared a bystander's report, which was included in the record.

[2] The expiration date appears to be a typographical error, as there seems to be no question that the lease was to run for one year.

[3] Defendant included what she claims to be the page of the lease containing paragraph 49 in the appendix to her brief. The record contains only 2 pages of the lease, although the

¶ 6 Defendant testified that she never received the five-day notice.

¶ 7 The trial court found that defendant received a proper five-day notice and entered judgment for $3,748.44, in addition to an order of possession, which it stayed until April 20, 2015.

¶ 8 On April 20, 2015, defendant filed an emergency motion to stay the eviction, arguing, *inter alia*, that the judgment was void for lack of jurisdiction. The motion was denied, but the court stayed the order of possession until April 27, 2015.

¶ 9 On May 1, 2015, defendant filed a motion for reconsideration and reformation, which was denied after a hearing on May 7, 2015.

¶ 10 Defendant timely appealed.

¶ 11 II. ANALYSIS

¶ 12 Defendant argues that plaintiff improperly served the five-day notice and that therefore the trial court lacked jurisdiction over the matter. Defendant also argues that the amount of the judgment was "incorrectly puffed up." Although plaintiff has not filed a response brief in this court, we may proceed under the principles set forth in *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill.2d 128, 133 (1976).

¶ 13 Defendant argues that plaintiff's manner of posting the five-day notice did not comply with section 9-211 of the Code of Civil Procedure (Code) (735 ILCS 5/9-211 (West 2014)), which provides as follows:

> "Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by

---

bystander's report shows that the lease had 13 pages.

> sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises."

¶ 14 In support of her argument, defendant relies solely on *American Management Consultant, LLC v. Carter*, 392 Ill. App. 3d 39 (2009). In *Carter*, one of the issues raised was the landlord's violation of the service requirements of section 9-211 of the Code by posting a notice on the door when the tenant was in actual possession of the premises. *Id.* at 56. In finding the service of notice defective, the court in *Carter* found that section 9-211 contained an exhaustive list of permissible delivery methods and must be strictly enforced. *Id.* at 57. The court held that, without proper service of notice, defendant's due process rights were violated and the court could not go forward on the purely statutory proceeding of forcible entry. *Id.*

¶ 15 Although *Carter* might appear to support defendant's position, it is distinguishable because, here, unlike in *Carter*, the lease apparently contained a provision that allowed for the service of notice in the manner done by Sidivy. See *LaSalle National Bank v. Khan*, 191 Ill. App. 3d 41, 45 (1989) (recognizing the validity of a waiver-of-notice provision in a lease). Defendant acknowledges the lease provision but argues only: "No adhesive clause can change the Statutory requirements for Service of Notice by posting, and this does not." She cites no authority to support this argument. Thus, we find the issue forfeited.

¶ 16 Illinois Supreme Court Rule 341(h)(7) (eff. Feb. 6, 2013) requires an appellant's brief to contain argument supported by citations to the authorities and the pages of the record relied on. "A failure to cite relevant authority violates Rule 341 and can cause a party to forfeit consideration of the issue." *Kic v. Bianucci*, 2011 IL App (1st) 100622, ¶ 23. Where an appellant has failed to support his or her arguments with citations to authority, this court will not

research the issues on the appellant's behalf. See *id*. (noting that this court "is not a depository in which the appellant may dump the burden of argument and research" (internal quotation marks and citation omitted)); *Skidis v. Industrial Comm'n*, 309 Ill. App. 3d 720, 724 (1999) ("[T]his court will not become the advocate for, as well as the judge of, points an appellant seeks to raise.").

¶ 17 In addition, defendant failed to provide this court with an official complete record copy of the lease containing the relevant provision. Exhibit A, which was identified below as the lease, was made part of the record, as directed by the trial court and confirmed by the exhibit receipt. However, although the bystander's report prepared by the court and the receipt prepared by the circuit clerk make clear that the lease was 13 pages, exhibit A, as returned to the appellate court by appellant, now consists of only 2 pages of the lease. Defendant acknowledges on page "A9-P.1" of her brief that the lease, in its entirety, was provided to her on December 18, 2015. Nevertheless, according to defendant, "most of this lengthy Exhibit" was "entirely irrelevant." Defendant chose instead to include in her appendix only the pages of the lease that she deemed relevant. She has directed this court to obtain a copy of the lease from the circuit court clerk in the event we deem the remainder of the lease relevant.

¶ 18 "[A]n appellant has the burden to present a sufficiently complete record of the proceedings at trial to support a claim of error, and in the absence of such a record on appeal, it will be presumed that the order entered by the trial court was in conformity with law and had a sufficient factual basis. Any doubts which may arise from the incompleteness of the record will be resolved against the appellant." *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Although defendant included what she claims to be the page of the lease containing paragraph 49 in the appendix to her brief, we cannot consider a document in the appendix if it is not made part of

record on appeal. See *City of Chicago v. Harris Trust & Savings Bank*, 346 Ill. App. 3d 609, 615 n.2 (2004). Because defendant failed to provide us with an official complete record copy of the lease, even if the issue had not been forfeited for failure to cite relevant authority, we would presume that the trial court's ruling was proper.

¶ 19 Finally, we note that any argument concerning the propriety of the monetary judgment has similarly been forfeited for failure to argue the issue or provide relevant authority.

¶ 20 III. CONCLUSION

¶ 21 For the reasons stated, we affirm the judgment of the circuit court of Lake County.

¶ 22 Affirmed.