2018 IL App (1st) 171956-U

No. 1-17-1956

Order filed June 21, 2018

Fourth Division

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

LEASING AND MANAGEMENT COMPANY, INC.,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Cook County.
	)	
v.	)	
	)	
DOROTHY YOUNG, and ALL UNKNOWN OCCUPANTS,	)	No. 17 M1 706751
	)	
	)	
Defendants,	)	Honorable
	)	Martin Paul Moltz,
(Dorothy Young, Defendant-Appellant).	)	Judge, presiding.

PRESIDING JUSTICE BURKE delivered the judgment of the court.
Justices Gordon and Ellis concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court's judgment affirmed where the record on appeal is insufficient to review appellant's assertions of error because she did not present a transcript of the proceedings or acceptable substitute.

¶ 2 This appeal arises from the trial court's order granting plaintiff Leasing and Management Company, Inc., possession of an apartment leased by defendant Dorothy Young and ordering

that plaintiff recover unpaid rent from defendant. Defendant now appeals that order *pro se*. We affirm.

¶ 3 The record on appeal contains only the common law record. The record does not include reports of proceedings, bystander's reports, or agreed statements of facts. The common law record shows that, in April 2017, plaintiff filed a complaint against defendant for possession of the property located at 4802 South Calumet Avenue, Apartment 1S, in Chicago. Plaintiff also claimed defendant owed $1358.91 in unpaid rent plus court costs and rent accruing at the rate of $435 per month through the date of trial.

¶ 4 The common law record also shows that, on June 30, 2017, the parties entered an agreed continuance order that provided that defendant owed plaintiff $1740 and, if defendant tendered $500 by the compliance status date, the parties would enter an agreed order continuing the case for a subsequent payment of $435. On July 6, 2017, the court entered another agreed continuance order, which continued the matter to the compliance status date of July 19, 2017, and provided that defendant owed plaintiff $1240 and would pay $435 by the compliance status date. If defendant tendered the agreed upon amount, the parties would enter an agreed order dismissing the matter with leave to reinstate pursuant to a payment plan where defendant would bring the rental account and legal costs to a zero balance. If defendant did not tender the agreed upon amount on the compliance status date, plaintiff was entitled to an immediate order for possession and a judgment for the outstanding balance due plus court costs.

¶ 5 On July 19, 2017, the trial court entered an order awarding plaintiff possession of the property and a judgment of $1240 against defendant. The same day, defendant filed a motion for

"New Court Date," asserting "[t]he line was very long downstair [*sic*] the [s]ecurity line was to [*sic*] long so I was late do [*sic*] to fact that the [s]ecurity line were delay me getting upstairs on time." On July 28, 2017, the court entered an order continuing the matter and ordering the order of possession to stand and defendant to tender $870 by certified funds. On August 2, 2017, the court entered an order denying defendant's motion to stay eviction.[1]

¶ 6 On August 7, 2017, defendant filed a notice of appeal for the court's July 19, 2017, order that awarded plaintiff possession of the property and ordered judgment in the amount of $1240 against defendant. On that same day, defendant also filed a "motion to stay." On August 14, 2017, defendant filed a motion to reconsider, asserting, *inter alia*, that she did not want to be evicted because she was sick, had two children, and was a single mother with nowhere to go. On August 17, 2017, the trial court denied defendant's motion to stay eviction and motion to reconsider. On August 23, 2017, the court entered another order denying defendant's motion to stay eviction and ordering no further stays be allowed.[2]

¶ 7 Defendant thereafter filed an emergency motion to stay eviction in this court. On September 25, 2017, this court granted defendant's motion to stay eviction subject to defendant's payment to plaintiff of a use and occupancy bond. We ordered defendant to pay plaintiff $435 per month by certified funds, starting in September 2017 and due by September 28, 2017, with additional payments due on the 10th of each following month thereafter so long as the appeal is

[1]Defendant's motion to stay eviction is not in the common law record. However, the court's August 2, 2017, order shows the court denied the motion.

[2] Defendant's motion to stay eviction is not in the common law record. However, the court's August 23, 2017, order shows that the court denied defendant's motion.

pending. Defendant also filed a "Motion to set aside the eviction" and a "Motion to Dismiss" in this court. We denied both motions.

¶ 8 On appeal, defendant contends, *inter alia*, that she was "never summons [*sic*] correctly," the eviction was a "mistake," the Chicago Housing Authority (CHA) and plaintiff "did not communicate with my rent Decrease of Income," and plaintiff "was unaware of the Situation CHA was paying my rent they was not receiving or let each other no [*sic*]." She asserts the CHA adjusted her rent in August and "[n]ow everything is back together." Defendant claims the trial court made a mistake on July 19, 2017, because "[i]n court they stated I owe $897.00 which I do not because my rent was on $25.00 dollars they was [*sic*] over charging me." She claims she is over paying her rent due to the occupancy bond, as her rent is only $25 but she is paying $435. Defendant requests we "reverse the judgment eviction off [her] record" and "make a new judgment since this was not [her] fault do [*sic*] to lack of communication with CHA" and plaintiff.

¶ 9 As a reviewing court, we are "entitled to the benefit of clearly defined issues with pertinent authority cited and a cohesive legal argument." *Wing v. Chicago Transit Authority*, 2016 IL App (1st) 153517, ¶ 11. Illinois Supreme Court Rule 341(h) (eff. Jan 1, 2016) governs the content and format of appellate briefs. *Voris v. Voris*, 2011 IL App (1st) 103814, ¶ 8. These rules are mandatory. *Voris*, 2011 IL App (1st) 103814, ¶ 8. A party's status as a *pro se* litigant "does not absolve him from this burden on appeal." *Teton, Tack & Feed, LLC v. Jimenez*, 2016 IL App (1st) 150584, ¶ 19.

¶ 10 Defendant's brief does not comply with Rule 341(h). We recognize that defendant attempted to comply with the rules, as she submitted her brief on a form approved by the Illinois Supreme Court. However, the content in the sections of the form she completed contain no citations to legal authority or pages of the record. See Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016). For example, defendant asserts that the July 19, 2017, order and eviction was a "mistake," but she provides no legal arguments and does not cite to any authorities and pages of the record on appeal.

¶ 11 Further, in the statement of facts section, the form instructs the appellant to "[t]ell the story of what happened in the trial court, with references to the specific pages of the record where each fact appears," "[t]ell the story correctly and fairly," and "[d]o not make arguments or comments here." However, defendant's statement of facts does not contain citations to pages of the record, asserts argument, and includes irrelevant facts regarding the occupancy bond, an event which occurred in the appellate court after she filed her notice of appeal. See Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016). Even though defendant's brief does not comply with Rule 341(h), we will not dismiss the appeal based solely on the deficiencies of the brief because we can still discern, generally, her claims of error. See *In re Det. of Powell*, 217 Ill. 2d 123, 132 (2005) ("[T]he striking of an appellate brief, in whole or in part, is a harsh sanction and is appropriate only when the alleged violations of procedural rules interfere with or preclude review.") (quoting *Moomaw v. Mentor H/S, Inc.*, 313 Ill. App. 3d 1031, 1035 (2000))).

¶ 12 However, and more importantly, defendant, as the appellant, had "the burden of presenting a sufficiently complete record of the proceedings at trial to support a claim of error."

Midstate Siding & Window Co. v. Rogers, 204 Ill. 2d 314, 319 (2003). When the record is incomplete on appeal, we "presume that the order entered by the trial court was in conformity with the law and had a sufficient factual basis." *Midstate Siding & Window Co.*, 204 Ill. 2d 314, 319 (2003). If any doubts "arise from an ambiguity within the record," we "must resolve those issues against the appellant." *Teton, Tack & Feed, LLC*, 2016 IL App (1st) 150584, ¶ 19.

¶ 13 Although the record on appeal contains the common law record, defendant did not file any transcripts of the hearings or proceedings that took place in the trial court, nor did defendant file a substitute such as a bystander's report or agreed statement of facts under Illinois Supreme Court Rule 323(c), (d) (eff. July 1, 2017). Defendant asserts that the July 19, 2017, order was a "mistake" because her rent was only $25, "they were over charging her," and there was a lack of communication between CHA and plaintiff. However, because we do not have any records of the proceedings that took place with the trial court, we do not know what evidence or arguments the parties submitted to the court during the proceedings. Nor do we know the reasoning behind the trial court's July 19, 2017, judgment awarding possession of the property to plaintiff and ordering plaintiff to recover $1240 from defendant. See *Webster v. Hartman*, 195 Ill. 2d 426, 433 (2001). When we do not have an adequate record, we must presume "the order entered by the trial court was in conformity with law and had a sufficient factual basis." *Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984). Accordingly, based on the record before us, we must presume the trial court's rulings and orders were supported by sufficient evidence and were in conformity with the law. See *Webster*, 195 Ill. 2d at 433.

¶ 14 For the foregoing reasons, we affirm the judgment of the trial court.

¶ 15 Affirmed.