

2025 IL App (1st) 241451-U

No. 1-24-1451

First Division
September 29, 2025

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

OLEGARIO J. CASTILLO,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellant,)	Cook County.
)	
v.)	
)	No. 22 L 7512
THE CHICAGO HOUSING AUTHORITY,)	
)	
Defendant-Appellee.)	Honorable
)	John J. Curry, Jr.,
)	Judge, Presiding.

JUSTICE COBBS delivered the judgment of the court.
Justices Howse and Lavin concurred in the judgment.

ORDER

¶ 1 *Held:* The circuit court's judgment dismissing plaintiff-appellant's complaint with prejudice is affirmed.

¶ 2 This action stems from plaintiff-appellant Olegario J. Castillo's third amended complaint against defendant-appellee Chicago Housing Authority (CHA), alleging breach of contract, fraud, and punitive damages. Upon the CHA's motion to dismiss, on July 2, 2024, the circuit court of Cook County dismissed Castillo's complaint with prejudice. Castillo, proceeding *pro se*, appeals

from the circuit court's dismissal, arguing that the court erred in deciding that Castillo failed to demonstrate the CHA's fraudulent conduct and in finding that the smoke detector was the reason for which the contract was terminated. For the reasons that follow, we affirm.

¶ 3

I. BACKGROUND

¶ 4 The factual background and procedural history set forth herein are gleaned from the record on appeal, which contains the pleadings, exhibits, and circuit court orders filed in this lawsuit. We also set forth relevant housing regulations. Although several court hearings were conducted over Zoom, the record does not contain any report of those proceedings.

¶ 5 Castillo is the owner of a rental unit in Granville Beach Condominiums, located at 6171 North Sheridan Road, Chicago, Illinois. He and the CHA entered into a housing assistance payment contract (HAP contract) for the lease of the unit to a tenant family in the CHA's section 8 Housing Choice Voucher Program. This program is administered by the CHA on behalf of the United States Department of Housing and Urban Development, pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f (2024)). Under this program, a qualifying tenant rents housing in the private market from an owner, *i.e.*, Castillo, and under a HAP contract, the CHA pays the owner a monthly subsidy known as a housing assistant payment. See 24 C.F.R. §§ 982.1(a), 982.451. The owner is required to maintain the unit in accordance with housing quality standards (HQS). 24 C.F.R. § 982.404(a). There are several remedies available to CHA when an HQS deficiency is found during an inspection of the unit. See 24 C.F.R. § 982.404(d).

¶ 6 Following multiple inspections, on January 3, 2022, the CHA abated housing assistance payments because Castillo had violated certain HQS, including a broken smoke detector which had not been repaired within 24 hours, damage to the smoke detector, stove, and rear right wall, denial of access to the building's heating system, and denial of access to the laundry room. Castillo

alleged that a new smoke detector was installed on January 19, 2022. Castillo also alleged that the stove and rear right wall were repaired on March 19, 2022 and he received approval for access to the boiler room on March 29, 2022. According to Castillo, the housing assistance payments “were not waived after the smoke detector was installed” and, on April 2, 2022, the CHA terminated the HAP contract.

¶ 7 On August 19, 2022, Castillo, through Attorney Junira A. Castillo, filed a complaint in the circuit court. On February 24, 2023, Castillo filed a motion for default judgment. On March 17, 2023, in a written order, the court denied the motion for default judgment due to lack of service and struck Castillo’s complaint for failure to comply with section 2-603 of the Code of Civil Procedure (Code) (735 ILCS 5/2-603 (West 2022)). The court allowed Castillo until April 7, 2023, to re-file his complaint.

¶ 8 On April 7, 2023, Castillo filed an “Amended Complaint,” which was nearly identical to his initial complaint. On June 8, 2023, the CHA filed a motion to dismiss the amended complaint pursuant to section 2-615 of the Code. Therein, the CHA argued that Castillo’s complaint violated sections 2-603 and 2-606 of the Code (735 ILCS 5/2-603, 2-606) as it was formatted like a brief with no numbered paragraphs and it did not separate Castillo’s claims into distinct counts. The CHA further asserted that the alleged contract was not attached to the complaint, which is also a requirement of section 2-606. On June 22, 2023, Castillo responded, asserting that the complaint was in conformity with sections 2-603 and 2-606 as it contained “a plain and concise statement of the pleader’s cause of action.” The response further stated that the complaint was “formatted in the general structure of arguments by Introduction, Legal Standard, Argument and Conclusion, and paragraphs” and admitted that there was an error in the conclusion paragraph.

¶ 9 On January 23, 2024, following a hearing, the court entered an order, granting the CHA's motion, and dismissed Castillo's amended complaint without prejudice. Castillo was granted leave to file a second amended complaint by February 20, 2024. Castillo untimely filed his second amended complaint on February 21, 2024, and the court granted Castillo leave to file a third amended complaint by March 18, 2024.

¶ 10 On March 18, 2024, Castillo filed his third amended complaint. This complaint set forth three counts against CHA: breach of contract (count I), falsehoods and fraudulent acts (count II), and punitive damages (count III). Count I alleged that the CHA violated Article 3 of the HAP contract where it prohibits the CHA from exercising any remedies against the owner where the HQS breach is not caused by the owner. Count I also alleged that the CHA violated Article 4 of the HAP contract where the contract states that the contract automatically terminates after 180 calendar days from the last housing assistance payment and thus the contract should not have been terminated prior to June 3, 2022. Count II alleges that the CHA "falsely blamed" Castillo for the damages to the rental unit and the CHA knew that its statements were false. Count III alleges that punitive damages are warranted because the CHA knowingly used false statements against Castillo "to carry out its fraudulent termination of the contract" causing "great economic hardship and anguish" to Castillo.

¶ 11 On May 3, 2024, the CHA filed a motion to dismiss the complaint pursuant to section 2-619.1 of the Code (735 ILCS 5/2-619.1) (West 2022)). The CHA asserted that the complaint should be dismissed under section 2-615(a) (735 ILCS 5/2-615(a) (West 2022)) because Castillo "failed to properly state a justiciable claim and allege all elements of a common law fraud claim" and under section 2-619(a)(9) (735 ILCS 5/2-619(a)(9) (West 2022)) because Castillo "failed to

perform a condition precedent[.]” Additionally, CHA asserted that Castillo is barred from obtaining punitive damages against the CHA under the Tort Immunity Act.

¶ 12 On May 28, 2024, Castillo filed a response, arguing that the CHA was deceptive in making him responsible for an HQS deficiency “when the [CHA] knows full well that those damages were caused by the assisted family” as the tenant inspection prior to occupancy did not show any deficiencies. Castillo also asserted that he had alleged specific facts that demonstrate the false statements made by CHA were made with knowledge that they were false, and he introduced evidence that proves the CHA’s “fraudulent propensity” and establishes the CHA’s motive to “carry out its fraudulent termination of the contract.” Finally, Castillo rejected the CHA’s suggestion that the smoke detector was the cause for contract termination.

¶ 13 On June 12, 2024, the CHA filed its reply. Over CHA’s objection, the court subsequently allowed Castillo to file a supplemental brief in response to CHA’s reply.

¶ 14 On July 2, 2024, the circuit court entered a written order, granting the CHA’s motion to dismiss as to all counts with prejudice.

¶ 15 This timely appeal followed.

¶ 16 **II. ANALYSIS**

¶ 17 On appeal, Castillo argues that the circuit court’s dismissal was erroneous because his third amended complaint sufficiently alleged fraudulent conduct and the damaged smoke detector provided insufficient grounds to terminate the HAP contract.

¶ 18 Section 2-619.1 of the Code allows for a combined motion under sections 2-615 and 2-619. A section 2-615 motion to dismiss challenges the legal sufficiency of the plaintiff’s pleadings. 735 ILCS 5/2-615. A motion to dismiss pursuant to section 2-619 admits the sufficiency of the complaint, but asserts that an affirmative matter, such as a lack of subject matter jurisdiction,

nonetheless defeats the claim. 735 ILCS 5/2-619(a)(1). We review a circuit court's dismissal of a complaint under section 2-619.1 *de novo*. *Hampton v. Chicago Transit Authority*, 2018 IL App (1st) 172074, ¶ 19. Under this standard, we may affirm the circuit court's decision on any basis supported by the record.

¶ 19 As a preliminary matter, we address the CHA's arguments that Castillo has failed to provide this court with a sufficient record on appeal and that Castillo's appellate briefs violate our supreme court rules.

¶ 20 Illinois Supreme Court Rule 321 requires that the record on appeal contain the common law record and any report of proceedings prepared in accordance with Rule 323. Ill. S. Ct. R. 321. Rule 323 provides that a report of proceedings may be a transcript prepared by court reporting personnel or, if no verbatim transcript is available, an appellant may file a bystander's report or an agreed statement of facts instead. Ill. S. Ct. R. 323(c), (d). To support a claim of error on appeal, the appellant has the burden of presenting a sufficiently complete record. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984). Any doubts arising from an incomplete record will be resolved against the appellant. *Id.* at 92. Here, Castillo has failed to provide this court with transcripts from any of the proceedings occurring before the circuit court nor has he provided us with an acceptable substitute. However, as our review of a dismissal pursuant to section 2-619.1 is *de novo*, Castillo's failure to provide a report of proceedings does not preclude our review of this appeal. See *Midstate Siding and Window Co., Inc. v. Rogers*, 204 Ill. 2d 314, 319 (2003). But, to the extent that Castillo's brief contains arguments regarding any findings of fact, we must presume that the circuit court acted in conformity with the law and had a sufficient factual basis where there is no report of proceedings from the hearing on the motion to dismiss. *Foutch*, 99 Ill. 2d 392.

¶ 21 In addition to failing to file a sufficient record, Castillo also failed to file a compliant brief pursuant to our supreme court rules. Illinois Supreme Court Rule 341 sets forth the requirements for briefs filed in this court. Ill. S. Ct. R. 341 (eff. Oct. 1, 2020). Rule 341(h)(6) provides that a statement of facts must contain those facts necessary “to an understanding of the case, stated accurately and fairly without argument or comment, and with appropriate reference to the pages of the record on appeal[.]” Ill. S. Ct. R. 341(h)(6) (eff. Oct. 1, 2020). The statement of facts contained in Castillo’s brief does not comply with Rule 341(h)(6), as it provides a paltry procedural history of the case. It comprises only one paragraph, which addresses only Castillo’s allegations against the CHA and the circuit court’s dismissal. Additionally, this paragraph does not contain any citations to the record, and the two sentences in that paragraph are both argumentative. Castillo’s argument is similarly noncompliant with Rule 341 where it does not contain any citations to the record and only one citation to authority for the elements of fraud. Ill. S. Ct. R. 341(h)(7) (requiring “citation of authorities and the pages of the record relied on”).

¶ 22 Compliance with the rules governing appellate briefs is mandatory. *McCann v. Dart*, 2015 IL App (1st) 141291, ¶ 12. “*Pro se* litigants are not excused from following rules that dictate the form and content of appellate briefs.” *Lewis v. Heartland Food Corp.*, 2014 IL App (1st) 123303, ¶ 5. This court may, in its discretion, strike a party’s noncompliant brief or, in cases of serious rule violations, dismiss an appeal. *Collier v. Avis Rent A Car System, Inc.*, 248 Ill. App. 3d 1088, 1095 (1993). However, “[w]here violations of supreme court rules are not so flagrant as to hinder or preclude review, the striking of a brief in whole or in part may be unwarranted.” *Merrifield v. Illinois State Police Merit Board*, 294 Ill. App. 3d 520, 527 (1997). Notwithstanding Castillo’s noncompliant brief, the CHA has provided this court with a cogent brief that sufficiently apprises the court of the issues on appeal, which are not complex. See *Twardowski v. Holiday Hospitality*

Franchising, Inc., 321 Ill. App. 3d 509, 511 (2001) (despite an insufficient appellant’s brief, an appeal may be entertained where the issue is understandable and the court has the benefit of a cogent brief from the other party). Therefore, we address the merits of Castillo’s appeal to the extent that we are able.

¶ 23 Nonetheless, we are compelled to admonish Castillo that “[t]he appellate court is not a depository in which the appellant may dump the burden of argument and research.” *Thrall Manufacturing Co. v. Lindquist*, 145 Ill. App. 3d 712, 719 (1986). Rather, this court is “entitled to have the issues clearly defined, pertinent authority cited, and a cohesive legal argument presented.” *Lewis*, 2014 IL App (1st) 123303, ¶ 5. “Mere contentions, without argument or citation to authority, do not merit consideration on appeal.” *Hall v. Naper Gold Hospitality LLC*, 2012 IL App (2d) 111151, ¶ 12.

¶ 24 Although Castillo mentions punitive damages in his briefs before this court, he provides no authority relevant to punitive damages and no argument as to why count III should not have been dismissed. As such, any challenge on appeal as to count III is forfeited. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) (“Points not argued are forfeited and shall not be raised in the reply brief[.]”). Additionally, Castillo has conceded that the breach of contract claim was mistakenly included in his complaint, stating that this is only a case of fraud. As such, we do not consider the circuit court’s dismissal of count I of the third amended complaint. This leaves us to solely review the court’s dismissal of count II for fraud.

¶ 25 In his brief, Castillo contends that the court erroneously dismissed his claim of fraud where he demonstrated the CHA’s fraudulent conduct with “clear, unequivocal, and conclusive evidence proving [the CHA’s] deceiving maneuvers.” In response, the CHA argues, as it did in its motion to dismiss, that, pursuant to section 2-615 (735 ILCS 5/2-615), Castillo failed to allege with

specificity how the CHA knew the statements were false, how Castillo relied on those allegedly false statements, his reasonable reliance on the statements, and the damages as a result of that reliance. We agree with the CHA.

¶ 26 As noted earlier, a motion to dismiss pursuant to section 2-615 challenges the legal sufficiency of the complaint. 735 ILCS 5/2-615. Under this section, “[t]he only question before the court is whether the complaint states a cause of action upon which relief might be granted.” *Goldwater v. Greenberg*, 2017 IL App (1st) 163003, ¶ 9. “[A] plaintiff cannot rely simply on mere conclusions of law or fact unsupported by specific factual allegations.” *Anderson v. Vanden Dorpel*, 172 Ill. 2d 399, 408 (1996). Further, “[t]he only facts to be considered in determining whether a cause of action has been adequately stated against a defendant are those set forth in the complaint under attack.” *Goldwater*, 2017 IL App (1st) 163003, ¶ 19 (citing *Illinois Graphics Co. v. Nickum*, 159 Ill. 2d 469, 485 (1994)).

¶ 27 The elements for a claim of fraud are as follows: “(1) a false statement of material fact; (2) knowledge or belief by the defendant that the statement was false; (3) an intention to induce the plaintiff to act; (4) reasonable reliance upon the truth of the statement by the plaintiff; and (5) damage to the plaintiff resulting from this reliance.” *Avon Hardware Co. v. Ace Hardware Corp.*, 2013 IL App (1st) 130750, ¶ 15 (citing *Lagen v. Balcor Co.*, 274 Ill. App. 3d 11, 16 (1995)). In his third amended complaint, count II contained the following allegations: the CHA “falsely blamed” him for the HQS deficiencies; the CHA “knew [those claims] were false”; the CHA also committed fraudulent acts in abating and then terminating the HAP contract; and “these facts evidence [the CHA’s] fraudulent propensity and establish [the CHA’s] motive, intent, knowledge, absence of mistake, and strategy to use knowing deceit to abate and justify automatic termination of the HAP contract.” Even assuming Castillo alleged facts necessary to show the falsity of the

CHA's statements, he nonetheless fails to allege how the CHA's allegedly fraudulent statements induced him to act or that he reasonably relied upon the truth of the CHA's statement. These are requisite elements for a claim of fraud, and he puts forth no argument on appeal that these elements were properly plead. Accordingly, Castillo's complaint failed to state a cause of action upon which relief could be granted and dismissal under section 2-615 was proper.

¶ 28

III. CONCLUSION

¶ 29 For the reasons stated, we affirm the judgment of the circuit court.

¶ 30 Affirmed.