

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

LAUREN ADAMS,)	
)	
Plaintiff-Appellee,)	Appeal from the Circuit Court
)	of Cook County.
v.)	
)	No. 21 CH 5809
NIMA SADEGHI,)	
)	
Defendant-Appellant.)	The Honorable
)	Loveleen Ahuja
)	Judge, presiding.

JUSTICE HYMAN delivered the judgment of the court.
Presiding Justice C.A. Walker and Justice Pucinski concurred in the judgment.

ORDER

Held: The circuit court did not err in granting judgment in favor of tenant for landlord's violations of Residential Landlord Tenant Ordinance and award of attorney's fees.

¶ 1 Lauren Adams (now known as Morgan Adams) rented a room in a five-bedroom condominium owned by Nima Sadeghi. A year later, Sadeghi notified Adams that she had a month to vacate the unit, then changed the locks, preventing Adams from entering until a roommate provided her with a set of new keys. When Adams did not leave, Sadeghi obtained

an emergency order of protection, claiming she and her roommate threatened to harm him and set fire to the condominium. Adams denied the allegations, but agreed to move out. Sadeghi voluntarily withdrew the petition.

¶ 2 Adams sued Sadeghi, alleging he violated the Chicago Residential Landlord Tenant Ordinance by ousting her when he changed the locks and obtained the emergency order of protection under false pretenses (count I). Alternatively, she alleged that he improperly evicted her without adhering to the requirements of the Illinois Eviction Act (count II). Adams also alleged that Sadeghi violated the RLTO by, among other claims, failing to provide her with a document summarizing the parties' rights and responsibilities under the RLTO (count V). In response, Sadeghi filed an affirmative defense and two counterclaims for unpaid rent, asserting that Adams had breached her lease by not paying rent for four months.

¶ 3 The trial court conducted a bench trial over two days. After Adams presented her case, Sadeghi moved for a directed verdict. The trial court granted a directed verdict on all counts except counts I and V, which went to trial. After trial, the court entered judgment for Adams on Sadeghi's counterclaims for past rent due, ruled in her favor on count I, awarding her \$1,150 (two times her monthly rent), and on count V, awarding her \$200 for Sadeghi's failure to provide her with a the RLTO summary document. The court also allowed Adams to file a petition for attorney's fees.

¶ 4 Adams fee petition sought \$55,334.07 in attorney's fees and \$1,989.17 in expenses. After some reductions, the trial court awarded Adams \$50,023 in fees, costs, and expenses.

¶ 5 Sadeghi appeals, arguing the judgment should be reversed based on (i) Adams's acknowledgment of nonpayment of rent from July to October 2021, (ii) the lawful removal granted by the emergency order of protection, (iii) the trial court's error in allowing Adams to

fix a scrivener's error in her complaint during the trial, and (iv) the trial court's abuse of discretion in award of attorney's fees, costs, and expenses.

¶ 6 We affirm. The trial court's rulings in Adams' favor on the counterclaim and counts I and V were not against the manifest weight of the evidence, and Sadeghi failed to provide a sufficient record showing an abuse of discretion in the award of fees, costs, and expenses.

¶ 7 **BACKGROUND**

¶ 8 In September 2020, Adams rented a room in Sadeghi's five-bedroom condominium unit for \$575 a month. (Initially \$525, later increased by \$50 for a larger room.) In November 2020, the furnace stopped working. According to Adams, she and the other tenants bought space heaters and used the oven for heat until that too failed. Sadeghi called a repairman, who told him the furnace needed to be replaced. Yet, by the following October, it remained inoperative.

¶ 9 Adams paid varying amounts from November 2020 to June 2021, ranging between \$500 and \$600. She claims that in May 2021, Sadeghi told her to stop paying rent because he wanted her to apply for a state-funded grant program for rental assistance during the COVID-19 pandemic. Adams did not pay rent from July to October 2021. In mid-September 2021, Sadeghi informed Adams that the grant application had been denied.

¶ 10 In early October 2021, Sadeghi issued Adams a 30-day notice to vacate by the end of the month. About a week later, Sadeghi changed the locks to the front gate of the condominium building and the unit. When Adams returned home, she could not access the building until a roommate gave her a new set of keys later that evening.

¶ 11 A month later, Sadeghi obtained an emergency order of protection against Adams, claiming she and another tenant threatened to kill or seriously injure him and burn down the building. The next day, the sheriff's office served and enforced the order of protection, prompting Adams

to leave. Before a hearing on a plenary order of protection, the parties settled; Sadeghi voluntarily withdrew his petition, and Adams agreed to vacate the order.

¶ 12 Later, Adams sued Sadeghi. She initially filed a *pro se* complaint but later retained counsel, who filed a six-count amended complaint. The allegations alleged that Sadeghi (i) violated section 5-12-160 of the RLTO by removing her from the unit without authority of law by changing the locks and obtaining an emergency order of protection or (ii) alternatively wrongfully evicted her under the Eviction Act (735 ILCS 5/9-101 *et seq.* (West 2022) (counts I and II); (iii) violated sections 5-12-070 and 5-12-110(a) of the RLTO by failing to provide heat and promptly fix the furnace (count III), (iv) failed to adhere to the provisions of section 5-12-080 of the RLTO regarding her security deposit, (count IV), failed to give her a document summarizing the parties' rights and responsibilities under the RLTO as required by section 5-12-170 (count V), and included prohibited clauses under the RLTO (count VI).

¶ 13 Sadeghi filed an answer, affirmative defense, and two counterclaims. In his affirmative defense, Sadeghi contended the RTLO does not apply because the unit was owner-occupied and sought dismissal of counts I, III, IV, V, and VI, which are based on the ordinance. His counterclaims alleged that Adams breached the lease by failing to pay rent from July to October 2021 and sought damages of \$2,300. (In his brief, he alleges the correct amount is \$2,425.) Alternatively, Sadeghi sought damages for the unpaid rent under the RTLO, should the trial court find it applicable. Before the trial, Sadeghi withdrew his affirmative defense, admitting he did not live in the unit.

¶ 14 Sadeghi's Testimony

¶ 15 During the trial, Adams was called as an adverse witness. Sadeghi testified that there was no finalized written lease, although he sent her a draft. He acknowledged that Adams sent him

\$1,050 as her first month's rent, but noted she was not obligated to pay the last month's rent in advance. He did not pay Adams interest on the \$1,050 or return any portion of it after she moved out.

¶ 16 Sadeghi said Adams started falling behind on rent in November 2020, paying him only \$500. She made up for the shortfall in later months. Adams last paid rent in June 2021.

¶ 17 Sadeghi admitted that Adams performed work for him, including screening tenants and letting repair people into the unit. He compensated her with cash or gifts, denying that he provided rent credits or charged late fees. Sadeghi sent Adams a 30-day notice on September 22, 2021, because she was “severely late” paying rent and the unit was in disarray.

¶ 18 Adams did not move out. On November 4, 2021, Sadeghi obtained an order of protection against her, granting him exclusive possession of the unit until November 24. He sought the order of protection after receiving threats to kill him and burn down the condo from Adams and another tenant. Sadeghi admitted that his petition falsely stated he lived in the unit and Adams was his roommate, and that by obtaining the order of protection, he did not need to file eviction proceedings against her.

¶ 19 Adams's Testimony

¶ 20 Adams testified she moved into Sadeghi’s condominium after seeing a post on Facebook. She asked Sadeghi for a lease so she could have a paper trail and to protect both of them. She received a lease from Sadeghi, which she signed. (A copy of that lease was attached to her complaint.) Adams sent him \$1,050, which included the first month’s rent and a \$525 security deposit. After switching rooms, she received an updated lease but did not have a copy of it.

¶ 21 Adams said she did small jobs for Sadeghi, who compensated her by applying credit toward her rent. Occasionally, she paid \$600 in rent instead of \$575 due to a \$25 late fee.

¶ 22 In May 2021, Sadeghi told Adams to stop paying rent, as he wanted her to apply for a grant through the Illinois Rental Payment Program, which provided rental assistance during Covid. At Sadeghi's instruction, she did not pay rent from July through September 2021. She learned in September that the Payment Program had denied their application for the grant.

¶ 23 In mid-October 2021, while Adams was in class, her roommates messaged her to say that Sadeghi was changing all of the condominium locks. When Adams returned home, she found herself unable to enter until a roommate gave her a new set of keys.

¶ 24 A few weeks later, on November 5, 2021, the police came to the condominium, showed her an order of protection and made her leave the unit. Adams denied making threats to Sadeghi. Nevertheless, she agreed to move out, and Sadeghi agreed to drop his petition.

¶ 25 After Adams rested, Sadeghi moved for a directed verdict on all counts except count V. The trial court granted the motion as to counts II, III, IV, and VI and allowed the case to proceed as to counts I and V.

¶ 26 In presenting his counterclaims, Sadeghi testified that Adams owed \$2,400 in unpaid rent for July through October 2021. He said he had someone replace the front gate lock because it was broken and another unit owner wanted it fixed. Later that night, he gave Adams new keys.

¶ 27 Adams orally moved to amend her complaint to include additional facts into count I. She argued that Sadeghi not only improperly evicted her by changing the locks but also by obtaining the order of protection against her. The complaint contained a section titled "General Allegations Common to All Counts" followed by paragraphs numbered 1 through 28. Count I, however, repeated and realleged paragraphs 1 through 22 instead of 1 through 28. The trial court considered this a scrivener's error and allowed Adams's counsel to correct it.

¶ 30 After closing arguments, the trial court held a hearing explaining its decision and entered a written order in favor of Adams on counts I and V. (A transcript is not in the record.)

¶ 32 Sadeghi filed a motion to reconsider, which the trial court denied. Adams’s attorney filed a fee petition seeking \$51,357.07 in attorney’s fees and \$1,989.17 in expenses. He later filed a supplemental petition seeking an additional \$3,977 in fees incurred in responding to Sadeghi’s motion to reconsider and fee petition response. In total, Adams sought \$55,334.07 in attorney fees and \$1,989.17 in expenses. After a hearing, the trial court reduced some of the fees and ordered Sadeghi to pay \$50,023 in attorney’s fees, costs, and expenses.

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¶ 34 Sadeghi argues the trial court erred in (i) ruling for Adams on his counterclaims because she acknowledged not paying rent from July to October 2021, (ii) finding he violated section 5-12-160 of the RLTO by changing the locks and having the sheriff remove her under an emergency order of protection, (iii) finding he violated section 5-12-170 of the RLTO, where Adams failed to prove she had a written lease, and (iv) awarding \$50,023 in fees and expenses.

35 Standard of Review

¶ 36 In a bench trial, the judge, as a trier of fact, sits in a superior position to observe witnesses, determine credibility, and weigh the testimony. *Bazydlo v. Volant*, 164 Ill. 2d 207, 214 (1995). We will reverse findings after a bench trial only when they are against the manifest weight of the evidence. *Reliable Fire Equipment Co. v. Arredondo*, 2011 IL 111871, ¶ 12. “A decision is against the manifest weight of the evidence only when an opposite conclusion is apparent or when the findings appear to be unreasonable, arbitrary, or not based on the evidence.” *Eychaner v. Gross*, 202 Ill. 2d 228, 252 (2002).

¶ 37 We review an award of attorney’s fees for an abuse of discretion. *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314-15 (2007).

¶ 38 We note that the trial court held a hearing explaining its decision, but the record does not include a transcript, a bystander’s report, or an agreed statement of facts under Illinois Supreme Court Rule 323. See Ill. S. Ct. R. 323(a), (c), (d) (eff. July 1, 2017). And the court’s written decision states the ruling without explanation. Sadeghi has the burden of providing a complete record for review in the appellate court to support claims of error. *Foutch v. O’Bryant*, 99 Ill. 2d 389, 391 (1984). To the extent the record is incomplete, doubts arising from its incompleteness are construed against the appellant. *Id.*

¶ 39 Judgment on Counterclaims

¶ 40 Sadeghi brought two counterclaims against Adams for past rent due: (i) Adams breached her agreement by failing to pay rent for four months and underpaying in other months and, alternatively, (ii) Adams' failure to pay rent violated section 5-12-130(a) of the RLTO, seeking \$2,425 for unpaid and underpaid rent.

¶ 41 As Sadeghi notes, Adams admitted to not paying rent from July through October 2021. She testified, however, that Sadeghi told her not to pay rent for July, August, and September because he was applying for a state-funded rental assistance grant. Sadeghi did not refute this testimony. Adams also testified that she did work for Sadeghi, such as screening new tenants and meeting repair people, and Sadeghi paid her through rent credits. Sadeghi offered conflicting testimony, saying he paid in cash and gifts. The parties also provided conflicting testimony as to whether Adams' \$1,050 payment constituted a security deposit or the first and last month's rent.

¶ 42 To repeat, the trial court sits in a superior position to observe witnesses, determine credibility, and weigh the testimony. *Bazydlo*, 164 Ill. 2d at 214. The trial court considered the evidence and the testimony, deciding that Sadeghi had not sustained his burden of proving that Adams owed rent. The court could have found that Adams did not pay rent because Sadeghi told her not to, that she paid less than the full amount in some months due to rent credits, and that her initial deposit of \$1,050 covered the last month's rent. Based on the record before us, we cannot find that the trial court's decision in Adams' favor on the counterclaims was against the manifest weight of the evidence.

¶ 43 Judgment on Counts I and V of Adams' Complaint

¶ 44 As to count I, Sadeghi argues the trial court erred in finding he violated section 5-12-160 of the RLTO by having her removed.

¶ 45 Section 5-12-160 of the Chicago Municipal Code states: “It is unlawful for any landlord or any person acting at his direction knowingly to oust or dispossess or threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by *** changing any lock or latching device.” Chicago Municipal Code § 5-12-160 (amended Nov. 6, 1991).

¶ 46 Sadeghi does not dispute that he changed the locks. Adams testified that when she got home that evening, she was unable to get in until another tenant gave her a set of new keys. But that does not refute her contention that Sadeghi *attempted* to oust her from the unit by changing the locks. Actual ouster or eviction from the unit is not required under section 5-12-160. Thus, the trial court’s finding that Sadeghi violated that provision and award of two times her monthly rent was not against the manifest weight of the evidence.

¶ 47 Because we affirm the trial court on this basis, we need not address Sadeghi’s contention concerning the emergency order of protection.

¶ 48 As to count V, Sadeghi contends the trial court erred in finding he violated section 5-12-170 in the absence of evidence of a valid written lease. The trial court found that Sadeghi had twice violated section 5-12-170 of the RLTO, first, when she initially leased a bedroom, and second, when she decided to move to a larger room.

¶ 49 Section 5-12-170 requires the Commissioner of Housing to prepare a summary of chapter 5 of the ordinance, describing the respective rights, obligations and remedies of landlords and tenants, and make the summary available for public inspection and copying. “A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary.” “If a tenant in a civil legal proceeding

against his [or her] landlord establishes that a violation of this section has occurred, he [or she] shall be entitled to recover \$100.00 in damages.”

¶ 50 Sadeghi contends the trial court erred because Adams failed to prove she had one valid written lease, much less two. He notes that she attached an initial lease to her complaint, but it was signed only by her, and although she testified that she had a second lease, she did not produce it or offer an affidavit explaining its absence. Sadeghi testified that he prepared a lease, but they never finalized it and refutes Adams' contention that she had two written leases.

¶ 51 Although Sadeghi focuses on the absence of evidence of a *written* lease agreement between the parties, section 5-12-170 applies whether written or oral. The ordinance provides that “[w]here there is an oral agreement, the landlord shall give to the tenant a copy of the summary.” The trial court, as noted, is in a better position to assess the credibility of witnesses. It concluded that Adams’ testimony, that she had two agreements with Sadeghi to lease one room for \$525 and then another for \$575, was credible and triggered the landlord’s obligations under section 5-12-170. Sadeghi does not dispute that he did not provide Adams with the summary of the parties’ rights and duties under the RLTO. Thus, the award of \$200 was not against the manifest weight of the evidence.

¶ 52 Attorney's Fees

¶ 53 Sadeghi contends the trial court abused its discretion by awarding Adams \$50,023 because her attorney sought fees for work that defense counsel did and engaged in block billing. He also notes that Adams prevailed on two of her six claims and asserts the requested attorney's fees should be reduced to reflect the unsuccessful claims. He further asserts the amount is grossly disproportionate to the \$1,350 awarded for Adams's successful claims.

¶ 54 Adams' attorney filed a fee petition seeking \$55,334.07 in attorney fees and \$1,989.17 in expenses, supported by his billing records. The trial court held a hearing on the petition, reduced some charges, and awarded \$50,023.

¶ 55 The record on appeal does not contain a report of proceedings, a bystander's report, or an agreed statement of facts. While we agree that a party seeking an award of attorney's fees has the burden of showing a reasonable basis for them, in the absence of a record, we must defer to the trial court's discretion on the amount of fees. *Foutch*, 99 Ill. 2d at 392 ("Any doubts which may arise from the incompleteness of the record will be resolved against the appellant"); *Larsen v. D. Construction, Inc.*, 2021 IL App (1st) 191999, ¶ 31 (where transcript of hearing on attorney's fees was not available for review, appellate court assumes determination "was in conformity with law and had a sufficient factual basis"); *In re Marriage of Chesrow*, 255 Ill. App. 3d 613, 623 (1994) (stating same).

¶ 56 Moreover, the trial court was familiar with the proceedings, which lasted over three years, including the work of Adams's attorney to obtain the judgment and the documentation for the fee petition. Thus, the trial court had a basis to determine that the fees sought were reasonable. Although significant, Sadeghi has failed to establish an abuse of discretion.

¶ 57 Affirmed.