

No Time for Justice

A Study of Chicago's Eviction Court

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Lawyers' Committee for Better Housing

Prepared by **Chicago-Kent College of Law Class of 2004 Honors Scholar**



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Executive Summary

Residential landlords and tenants participate in contractual relationships in which the landlord provides habitable housing and tenants pay their rent on time. Although the success of these relationships is essential to the health of the community, tens of thousands end up in court each year. In 2002, 35,799 cases were filed in Chicago's forcible entry and detainer courts, most being landlord and tenant disputes over nonpayment of rent. Eviction courts exist to protect tenants from wrongful evictions and potentially violent confrontations with their landlord. Such protection requires that landlords meet the burden of proving their case and tenants have the opportunity to respond and be treated humanely.

Due to ongoing concerns about respect for the dignity and rights of tenants in Chicago's forcible entry and detainer courts, the Lawyers' Committee for Better Housing, Inc. (LCBH) decided to observe Chicago's eviction courts. Chicago-Kent College of Law class of 2004 Honors Scholars conducted a study of Chicago's eviction courts for LCBH in the fall of 2002. (Two previous studies were executed in 1976 and 1996.) During an 11 week period, the monitors observed 763 eviction cases at 26 morning calls.

Findings

The study revealed problematic trends in a number of areas including length of hearings, legal representation for and court attendance by tenants, adherence to procedure, opportunity to provide a defense, and outcome options.

Length of hearings. Hearings last an average of 1 minute and 44 seconds, a decrease of nearly 50% from the 3 minutes observed in 1996. The average length of hearings in which the tenant had legal representation has increased since 1996, but decreased in hearings where only the landlord had representation.

Legal representation. Of 763 cases observed, both parties were represented by legal counsel in only 33 instances (4% of the cases). Tenants were represented by counsel approximately 5% of the time when they were present at the hearing.

Court attendance. Only 56% of tenants facing eviction appear in court, either in person or through a representative. This finding is troubling given that, tenants' presence affects the length of *stay* they are granted (time given tenants before they must move out.) When the tenant is present in court, the average stay is 14.5 days; when the tenant is absent, the average stay is only 8.4 days.

Adherence to procedure. Several important court procedures were frequently omitted in the observed court proceedings. The parties were sworn to tell the truth in only 8% of cases and judges examined the eviction notice presented to the tenant in only 65% of cases.

Opportunity to provide a defense. While judges typically asked tenants whether they had paid the rent, judges only asked tenants if they had a defense in 27% of the cases. When the judge did ask for a defense, tenants presented a defense 55% of the time. If the judge didn't ask for a defense, tenants presented a defense only 9% of the time.

Outcome options. In all cases, in which a defense was raised the tenant lost.

Though a case should be dismissed for want of prosecution if the landlord-plaintiff is not present at first scheduled hearing, only 60% of cases were dismissed when the landlord did not appear, showing solicitude towards landlords.

Tenants were treated less considerately. Of the cases dismissed for want of prosecution, 74% were dismissed when the tenant was not present, but 41% were dismissed when the tenant appeared. Judges dismissed nearly half as many cases when the tenant appeared than when neither party appeared.

Recommendations

The hearings are excessively brief, making them appear unjust to tenants. Judges seem impatient to arrive at an outcome they regard as a foregone conclusion and do not ensure that proper judicial procedures are followed or that the tenants understand what is being done and why, which is vital in eviction proceedings where virtually all tenants are unrepresented. LCBH recommends that judges orally explain each step in the proceedings and rigorously adhere to existing procedural requirements. Additional judges sitting in Chicago's forcible entry and detainer courts could help to alleviate the burden on the small number of judges hearing these cases and improve the likelihood of a fair and meaningful hearing.

Substantive injustice is incurred every time tenants fail to assert an effective substandard housing defense because they did not know how to correctly do so before the eviction process was initiated. To ensure tenants know their rights in time to exercise them, landlords should be required to include language in their 5-day notices explaining the procedure for withholding rent. Additionally, libraries, community centers, and other public venues could provide sample letters for tenants to present to landlords regarding the conditions in an apartment. Advertising in targeted public venues with toll-free numbers and public service web sites has been effective in the public health field, and could be effective for tenants' rights. Implementation of this approach needs to take full account of the tendency of tenants to seek information after it is too late.

About Lawyers' Committee for Better Housing

For over 20 years, LCBH has been the premier public interest law firm specializing in housing law and policy in Chicago. Throughout its history LCBH has advocated on behalf of tenants and has made significant contributions to tenants' rights and affordable housing initiatives through research and studies, fair housing testing, and policy reports.

About Chicago-Kent College of Law

Chicago-Kent College of Law is the law school of Illinois Institute of Technology, a private, Ph.D.-granting institution with programs in engineering, science, psychology, architecture, business, design and law. Last year, Chicago-Kent educated more than 1,200 students from 45 states and more than 100 colleges and universities.

Introduction

Residential landlords and tenants are participants in contractual relationships of particular significance: one party provides housing, a basic human necessity, and the other party provides money that is critical to the provider's continuing ability to offer housing. The landlord provides habitable housing, and the tenant takes possession and timely pays the rent. The health of these contractual relationships is fundamental to the health of our community. Nevertheless, each year tens of thousands of these relationships deteriorate to the point that the parties find themselves in Chicago's eviction court. In 2002, 35,799 cases were filed in Chicago's forcible entry and detainer courts, the vast majority of which were disputes between landlords and tenants over nonpayment of rent.

The prospect of eviction can be terrifying for tenants. Indeed, for some it means homelessness. For others, adverse effects include a bad credit report, limited time to find habitable and affordable housing, potential problems with Housing Choice Voucher Program eligibility, upset to family and school-aged children and job disruption. Landlords do not relish the eviction process, either: evicting a tenant means the landlord will need to prepare the unit for another tenant, with its attendant costs and delay in re-renting the unit. Where the tenant is evicted for non-payment of rent (as most tenants in eviction court are), the delay in the landlord's receipt of any rent for the unit is generally at least two months. Tenants who do not pay their rent cause systemic problems in the housing market as well. When a tenant fails to pay his rent, the landlord is placed in a position where she must pay the mortgage without an offsetting receipt of rent. This stress on the landlord leads landlords to increase rents and more carefully screen tenants, so that the tenant who does not pay her rent penalizes all the tenants in the market, including herself. The interests of individual tenants, landlords, and the health of the rental housing market as a whole compete in Chicago's eviction courts.

Eviction courts were developed to avoid the detrimental ramifications of landlords' self-help. When landlords take it upon themselves to evict their tenants without the authority of law, tenants are vulnerable to wrongful evictions, and violent confrontations between the two parties sometimes erupt. Summary proceedings were developed to avoid the negative effects of self-help, yet simultaneously ensure the health of the rental market by expeditiously removing tenants who do not meet market expectations. In order to achieve this goal of efficient justice, the eviction court procedures must be carefully followed to distinguish the current system from the self-help remedies of old. The system loses legitimacy when landlords are not required to prove all the elements of their prima facie cases or when tenants are not offered the opportunity to respond. Where the dignity of tenants is not respected by adherence to procedure, the forcible entry and detainer system is dangerously similar to self-help, if not more egregious, given the participation of the state. Given the limits that the forcible entry and detainer system imposes on the market by conditioning landlords' ability to reclaim their property from tenants who do not meet their side of the bargain, the forcible entry and detainer system should present a marked improvement over self-help with respect to the enforcement of tenants' rights and respect for their humanity.

This report was prepared to provide information to public service agencies, government agencies, and the courts as to how Chicago's eviction courts performed during a period of time during the fall of 2002. The report is not intended as a critique of the particular judges sitting on the court, but rather as a tool to assist all those interested in improving the process.

Summary of Findings

After observing 763 cases in Chicago's eviction court during the fall of 2002, the feature of the process that stood out most in the court monitors' minds was the lack of respect for the human dignity of tenants. Given the brevity of the proceedings, it is very difficult to know when a tenant may have had a meaningful argument or defense to the landlord's case. Tenants were seldom afforded the respect that the loss of one's home requires. The average eviction court case lasted 1 minute and 44 seconds, barely enough time for the parties to reach the bench, identify themselves, and state the nature of the dispute. In many cases, judges do not require landlords to meet their burden of proof under Illinois' forcible entry and detainer statute. Tenants are infrequently asked if they have a defense to the landlord's claims.

The very purpose of conducting hearings in eviction cases is to provide tenants with substantive and procedural justice. In so far as procedural justice is concerned, Chicago's eviction courts are nowhere near to achieving their goal.

An Overview of the Eviction Process

The Forcible Entry and Detainer Act, 735 ILL. COMP. STAT. 5/9-101 et. seq., governs evictions in Illinois. Within the City of Chicago, Chicago's Residential Landlord Tenant Ordinance ("RLTO") also governs many landlord-tenant relationships. There are numerous other important laws governing the rights and responsibilities of residential landlords and tenants.¹

The first step in the eviction process is the service of a termination notice to the tenant. Where the eviction is based on the tenant's nonpayment of rent, violation of other lease provisions, or prohibited use of the property, the landlord must provide the tenant with this termination notice and an opportunity to cure the default before the termination occurs. Where the landlord seeks to terminate a periodic tenancy, only notice is required.

To evict a tenant based on nonpayment of rent (the most common reason for eviction) a landlord must provide a tenant with a written "five-day notice" delivered after the rent becomes due, stating the amount due, and explaining that if the tenant does not pay the rent due within five days, the tenancy will be terminated and the landlord will initiate judicial proceedings to evict the tenant. If the tenant tenders the full amount of rent due within five days of delivery of the notice, the landlord must accept the rent and the termination action ends.

To evict a tenant for violation of a lease provision, a landlord must provide a "ten-day notice," notifying the tenant of the violation, and, if covered by the RLTO, providing the tenant ten days in which to remedy the violation before the landlord initiates judicial proceedings.

If a tenant occupies a property under a periodic tenancy, a landlord may choose to terminate the tenancy for any nondiscriminatory reason, but must provide the tenant with seven or thirty days' notice, depending on the type of tenancy.

¹ These include: Rental Property Utility Service Act, 765 ILCS 735; Retaliatory Eviction Act 765 ILCS 720/1; Illinois Human Rights Act, 775 ILCS 5/1-101; Condominium Property Act, 765 ILCS 605; Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745; Controlled Substance and Cannabis Nuisance Act, 740 ILCS 40/11; Landlord and Tenant Act, 765 ILCS 705/5; 65 ILCS 5/11-13-15 (authorizing tenants to seek injunctive relief, damages, and attorneys' fees when landlords fail to comply with local building, health, and safety codes); and 735 ILCS 5/2-1301(c) (rendering unenforceable any lease provision that purports to grant a residential landlord a confession of judgment).

Different rules apply to the eviction of tenants participating in the Housing Choice Voucher Program.² However, the implications of eviction are more severe for Housing Choice tenants because eviction can end their eligibility for such assistance.

Termination notices may be served upon tenants in the following ways: (1) personal delivery to the tenant or some person thirteen years of age or older who lives at the premises; (2) via certified or registered mail, return receipt requested; or, (3) by posting the notice on the premises if no one is in possession.

Once the tenancy is terminated, either by lapse of time, or by the tenant's failure to cure the breach within the period stated in the termination notice, the landlord must file suit to evict the tenant. The landlord may file a single action (for possession only) or a joint action (for possession and rent owed). The tenant is served with a summons in accordance with the rules governing civil actions generally: by personal service; by substitute service (service to someone at the defendant's usual place of abode age thirteen or over); or by posting or publication and mailing if the plaintiff files an affidavit that the defendant does not reside in Illinois, has left the state, or cannot be found on due inquiry.³

If proper notice was given and a summons was adequately served, the action then proceeds to trial. The trial takes place not less than fourteen days after service of the summons. If the plaintiff or her attorney fails to appear in court on the appointed day and time, the case is dismissed for want of prosecution and the eviction action ceases. At or before the beginning of the trial, either party may request a continuance for the purpose of getting an attorney or demand a jury trial, both of which customarily delay the hearing for seven days. At the hearing, the landlord-plaintiff must establish his prima facie case: (1) he has a right to possession of the premises; (2) the tenant-defendant has possession of the premises; (3) the tenant-defendant violated an applicable law or breached the agreement that entitles him to occupy the premises, or is holding over after this agreement expired or was terminated, or is a trespasser; and (4) the landlord-plaintiff served the defendant with a valid written termination notice, if such notice was required. If the landlord-plaintiff is seeking unpaid rent, he must establish the amount of rent owed. If the landlord fails to prove the elements of the prima facie case, the tenant-defendant is entitled to judgment as a matter of law and the eviction suit ends.

Once the landlord-plaintiff establishes the elements of her case, the tenant-defendant may present any legally relevant defense. Germane defenses include: the "landlord" is not a proper party or lacks capacity to sue; the tenant has a claim against the landlord for unlawful retaliation or the landlord is discriminating against the tenant on an unlawful basis; the tenant was not served with a termination notice in accordance with the applicable law and did not receive the notice; the termination notice does not afford the tenant the statutorily-required number of days or does not inform the tenant of her right to cure the violation; the landlord filed the eviction action before the statutorily-required notice period ended; the tenant owed no rent; the tenant paid the landlord all the rent due before the termination notice expired; the tenant tendered rent but the landlord refused to accept it; the landlord's failure to maintain the premises in substantial compliance with applicable building codes reduced its value by an amount that exceeds the rent demanded in the notice; the rent demanded represents an amount the tenant withheld in compliance with the Rental Property Utility Services Act or Chicago's RLTO; the tenant did not

² For example, a public housing resident must be given 14 days to pay rent after the termination notice is delivered. 24 C.F.R. § 966.4(1)(3)(i)(A). For more information about the Housing Choice Voucher Program in Chicago, see the CHAC website at www.chacinc.com.

³ Only a person authorized by law may serve the tenant with a summons to appear in court – neither the landlord nor a person appointed by her may do so. This is to help avoid violent confrontations.

commit the alleged violation of the lease; the violation of the lease is not material and does not provide the landlord with grounds to rescind the lease; the landlord waived his rights to pursue an eviction action based on the lease violation by accepting rent after learning about the violation; and the termination notice did not state a reason for terminating the tenancy and the tenant is entitled to possession under a lease.

While there are many germane defenses to an eviction action, many tenants in eviction courts attempt to raise “defenses” that are not legally germane. For example, partial tender of rent is not a defense, nor is personal or financial hardship. In the absence of a written agreement, the tenant cannot apply the security deposit to rent due. The fact that the landlord accepted full payment after the forcible action was filed is also not a defense.

If the court finds for the landlord-plaintiff, the judge will issue an order of possession, usually stayed for a period of days to give the tenant time to move out. If the tenant has not vacated the premises by the specified date, the landlord’s remedy is to file the judgment with the sheriff so that he or she will physically evict the tenant.

Studies of Chicago’s Forcible Entry and Detainer Courts

In 1976, the Legal Assistance Foundation of Chicago, the Chicago Chapter of the National Lawyers Guild, and the Chicago Council of Lawyers published *Judgment Landlord: A Study of Eviction Court in Chicago*. *Judgment Landlord* concluded that the eviction process in Chicago was greatly skewed in favor of landlords, often violating tenants’ substantive and procedural rights. According to the report, courts did not require landlords to prove the merits of their cases, and tenants were severely underrepresented in these proceedings, leaving them unsure about their rights and ill-equipped to advocate for themselves.

In 1995, the Lawyers’ Committee for Better Housing (LCBH) conducted a follow-up study to determine whether this bias in Chicago’s eviction courts had changed. In particular, the project studied how pro se tenants, who make up the majority of tenants appearing in eviction court, fared under the system. The subsequent report, *Time to Move: The Denial of Tenants’ Rights in Chicago’s Eviction Court*, concluded that nearly 20 years after *Judgment Landlord*, tenants’ rights were still by and large being dismissed in favor of protecting landlords’ rights in forcible actions. For example, courts consistently were not requiring landlords to bear the burden of proof in establishing the requisite elements of their case and courts were not enabling tenants to effectively assert legitimate defenses. LCBH found that tenants were being evicted in large numbers absent requisite procedures such as proper service of termination notice.

In the fall of 2002, Chicago-Kent College of Law’s Honors Scholar class of 2004 conducted a third study of Chicago’s eviction courts for the Lawyers’ Committee for Better Housing, culminating in this report.

Methodology

The Chicago-Kent Class Honors Scholars monitored Chicago’s eviction courts in the fall of 2002 by observing proceedings and recording data about the proceedings on standardized forms.

The monitors were trained in landlord/tenant issues, eviction court proceedings, and the use of the data collection form. Each monitor was given a copy of the Chicago Eviction Court Bench Book; a copy of *Time to Move*, the 1996 eviction court study; the Chicago Renter’s

Resource Guide; data monitoring forms; and a stopwatch. During 11 weeks, the monitors observed 763 eviction cases at 26 morning calls. (Monitors did not observe afternoon calls, since most first-time cases are heard in the morning call.) Monitors spent approximately the same number of days in each courtroom.⁴ A copy of the data collection form is included in the appendix with a brief glossary of useful terms.

Information about each case was recorded on the data form as the trial proceeded. When necessary, two monitors attended each call, alternating between cases to ensure that each monitor had time to record all the pertinent data for each case. Monitors sat in the courtroom gallery with the parties and other observers. The judges were not informed of the monitoring project.

After each court call, the monitors matched the line numbers of the cases as they were called to the case number and the parties' names on the sheet posted outside the courtroom. As necessary, and to gather information about cases that were not concluded during the court call observed, a monitor would go to the file room at the Daley Center to review the file for additional information.

During the course of the semester, the monitors had regular meetings to discuss the progress of the observations, to ensure uniformity in the interpretation of data collection forms, and to facilitate data recording.

A note about the limitations of the data is appropriate here: the number of cases monitored is a very small sample (2.13%) of the total number of cases filed in the forcible entry and detainer courts in 2002. The monitoring took place during a period in which an unusually large number of cases were being heard by substitute judges; since then, the number of cases heard by substitute judges has decreased, and several of the judges who were sitting permanently have moved to other courts. The number of cases monitored in which the tenant was represented by an attorney is so small that it is very difficult to discern what effect legal representation has on tenant success in eviction court. Moreover, monitoring data of court proceedings does not and can not reflect the impact legal representation for tenants has on the outcome of those cases, because many, if not most, cases in which the tenant is represented by counsel are resolved pursuant to agreed orders, the terms of which cannot be adequately monitored.

⁴ Hearings in courtrooms 1302, 1402, 1406, and 1408 were observed, each in the following numbers: 1302 - 6 days, 174 cases; 1402 - 7 days, 255 cases; 1406 - 6 days, 189 cases; 1408 - 7 days, 145 cases.

Data

I.

Length of Hearing

The most striking characteristic of the monitoring data is the painfully short period of time allowed for each trial. The average period of time spent per case was 1 minute and 44 seconds, a marked decrease from an average of less than three minutes reported in the 1996 study. The average time spent per case varies significantly from judge to judge.⁵ One judge's trials averaged more than three and a half minutes per case, while three other judges' cases averaged less than a minute and a half per case.⁶ The average time spent per case also varies with legal representation. Legal representation increased the average length of hearings where the tenant was represented by an attorney, but decreased the average length where only the landlord was represented. Where both the landlord and tenant were represented, the average case lasted 3 minutes and 22 seconds.⁷ If only the landlord was represented and the tenant was pro se, the case lasted an average of 1 minute and 38 seconds. If the landlord was pro se and the tenant had representation, the case lasted an average of 3 minutes and 9 seconds.⁸ This pattern of differing time periods based on legal representation is consistent from judge to judge.

⁵ Normally, the same judge presides over a courtroom each day. When the regular judge is absent, a substitute judge will preside in the courtroom for the day. Of all the cases monitored 92 were presided over by substitute judges. In 2003, after the completion of monitoring, there was a significant turnover of eviction court judges. Where the data differs greatly from judge to judge, this report identifies them by letters of the alphabet rather than by their names because some of the judges are no longer presiding over forcible entry and detainer cases, and because the object of this report is not to lambaste particular judges in the forcible entry and detainer courts, but to provide an impulse for the improvement of Chicago's eviction courts.

⁶ Average length of hearing:

Judge A	1 minute 26 seconds
Judge B	1 minute 19 seconds
Judge C	1 minute 43 seconds
Judge D	1 minute 23 seconds
Judge E	3 minutes 35 seconds
Substitute Judges	2 minutes 12 seconds

⁷ Note that both parties were represented in a small segment of cases monitored: of 763 total cases, both parties were represented in only 33 cases.

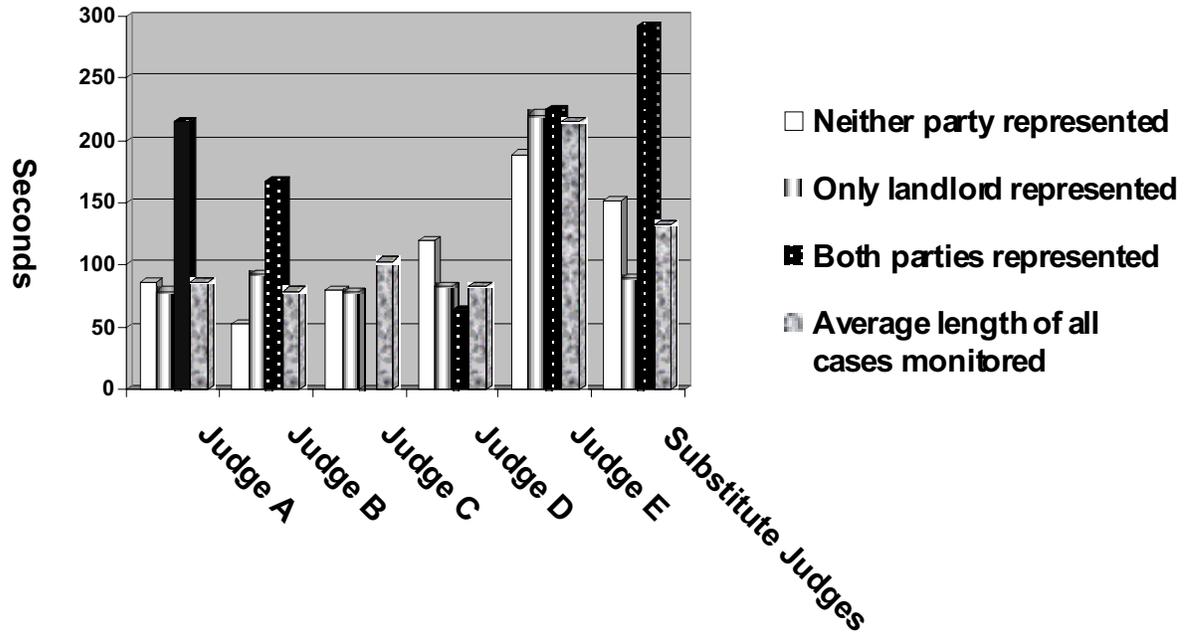
⁸ Average length of hearing by judge and parties' legal representatives:

Judge A	
Where neither party is represented:	1 minute 26 seconds
Where only Landlord is represented:	1 minute 19 seconds
Where both are Represented:	3 minutes 35 seconds

Judge B	
Where neither party is represented:	53 seconds
Where only Landlord is represented:	1 minute 33 seconds
Where both are Represented:	2 minutes 47 seconds

Judge C	
Where neither party is represented:	1 minute 20 seconds
Where only Landlord is represented:	1 minute 18 seconds

Hearing Length Based on Representation



II.

Where both are Represented:	0 cases
Judge D	
Where neither party is represented:	2 minutes 0 seconds
Where only Landlord is represented:	1 minute 23 seconds
Where both are Represented:	1 minute 4 seconds
Judge E	
Where neither party is represented:	3 minutes 9 seconds
Where only Landlord is represented:	3 minutes 41 seconds
Where both are Represented:	3 minutes 45 seconds
Substitute Judges	
Where neither party is represented:	2 minutes 32 seconds
Where only Landlord is represented:	1 minute 29 seconds
Where both are Represented:	4 minutes 52 seconds

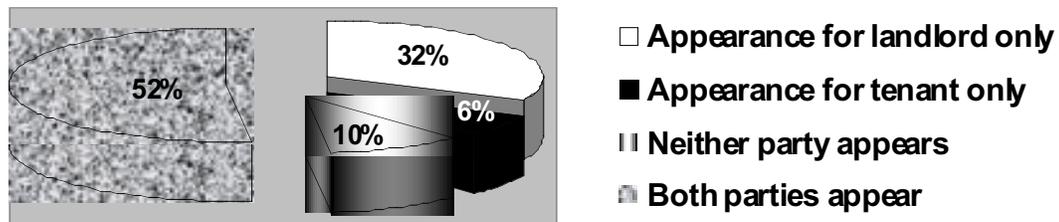
Representation and Attendance

Tenant attendance and representation at eviction court is surprisingly low. Forty-four percent of tenants facing eviction do not appear in court either in person or through a representative.⁹ This low level of tenant turnout remains nearly unchanged from 1996, when tenants did not appear in 42% of the cases monitored. Tenants are represented by legal counsel only about 5% of the time, another factor virtually unchanged from the 1996 study.¹⁰ While tenants' appearances at eviction proceedings have virtually no impact on the disposition of the case, an appearance for the tenant has a marked impact on the period of time orders of possession are stayed. When the tenant was present, the average stay length was 14.5 days, 6.1 days longer than the 8.4-day average stay for tenants who did not appear. While the negative effects of an order of possession apply to both tenants who appear and those who do not appear, the extra 6 days in which to find a new home are a significant reason for tenants to attend the eviction proceedings.

The appearance and representation of landlords is markedly higher. The landlord failed to appear in only 17% of cases monitored. In more than half (53%) of the cases in which an appearance was made for the landlord, the landlord was represented by an attorney.

Notably, in about 10% of the cases, no one appeared for the landlord or tenant. This is a marked increase from 1996, when neither party appeared in only 5% of the cases.¹¹

Party Appearances at Hearings

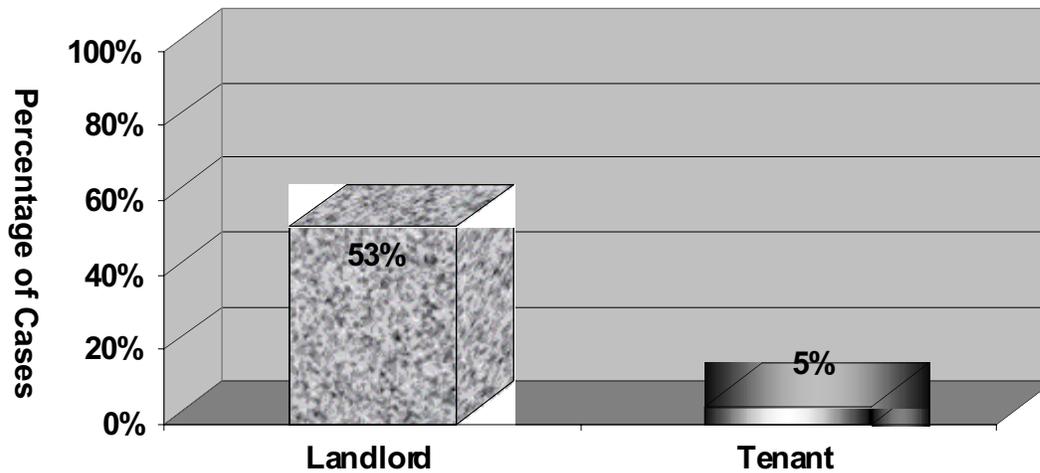


⁹ Of the 763 cases monitored, tenants did not appear in 313 cases.

¹⁰ In the current study, tenants had legal representation in only 41 out of 763 cases monitored (5.3%). In 1996, tenants were represented in 5% of the cases monitored.

¹¹ In the current study, neither party appeared in 78 cases out of 763 monitored (10%). This is a significant drop in attendance from 1996 when neither party appeared in only 5% of all cases.

Legal Representation



III.

The Landlord's Prima Facie Case

Landlords are seldom required specifically to establish the elements of the prima facie case entitling them to an order of possession; judges seem to presume that they have been met. This presumption in favor of landlords seems not to have changed dramatically over time. While it appears that most landlords are entitled to eviction because most tenants have not paid their rent, the appearance of bias and injustice pervades the proceedings.

As described in the Introduction, a landlord-plaintiff has the burden of establishing a four-part prima facie case in order to be entitled to an order of possession ousting a tenant. The landlord-plaintiff must establish that (1) he has a right to possession of the premises; (2) the tenant-defendant has possession of the premises; (3) the tenant-defendant violated an applicable law or breached the agreement that entitles him to occupy the premises, or is holding over after this agreement expired or was terminated, or is a trespasser; and (4) the landlord-plaintiff served the defendant with a valid written termination notice, if such notice was required.

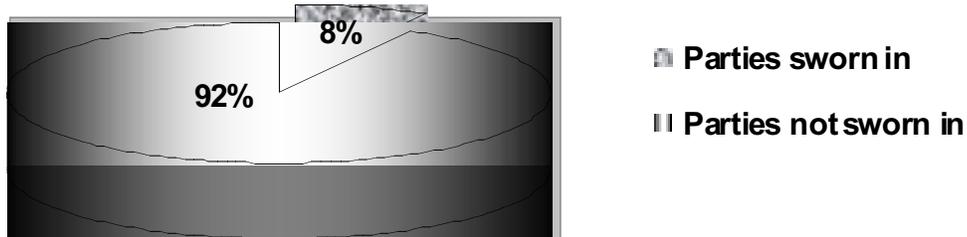
The landlord-plaintiff's right to possession and the tenant-defendant's current possession are rarely disputed by either party. As a result, these two elements of the prima facie case are almost presumed to be established, and judges do not ask for evidence of ownership or other right to possession of the premises from the plaintiff unless prompted to do so by the tenant-defendant.¹²

The judge establishes the third element of the prima facie case: the tenant's violation of a lease, other agreement, or applicable law governing the possession of the premises. The decision is usually based on the landlord's allegation and the tenant's response to questions. Quite remarkably, although the cases depend on testimony, the parties are sworn to tell the truth in only 8% of the cases that reach this stage.

¹² Although the monitors did not record data on the number of cases where one of these elements was at issue and formally established for the record, to the memory of the monitors, the question arose in only 3 cases.

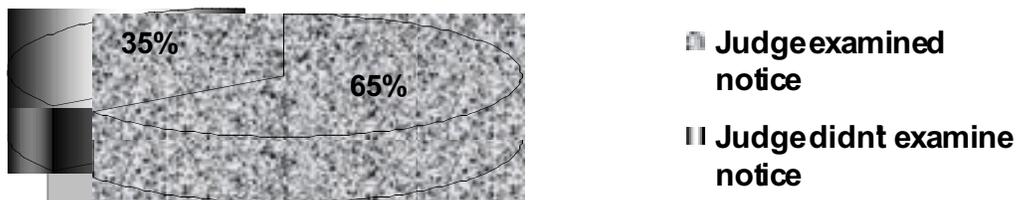
When Parties Are Sworn in Before Giving Testimony

(Excluding cases that were continued, transferred, dismissed, or resolved pursuant to an agreed order)



Proper notice to the tenant, the fourth element of the landlord-plaintiff's prima facie case, is frequently ignored. Judges examine the notice presented to the tenant in only 65% of cases that reach this stage.

When Judges Examined Notice Given to Tenant



IV.

Defenses

While tenants rarely withhold rent for no reason, the reasons offered by tenants for nonpayment of rent are rarely legally germane, or if germane, are rarely properly presented.

Given that pro se tenant-defendants are not usually aware of proper defenses for nonpayment of rent or the appropriate manner in which to bring defenses, the data collected on defenses were collected from the perspective of the tenants. In other words, if a tenant raised a reason for nonpayment of rent that fell into a general category of legally germane defenses (i.e. habitability), the data reflect that the tenant raised habitability as a defense, regardless of the legal sufficiency of the defense.

Overall, tenants presented defenses in thirty percent of contested cases monitored.¹³ This is a substantial decrease from the 1996 study, where tenants raised defenses in 66% of cases. Tenants did not prevail as a result of having raised a specific defense or any defense at all: unless the case was disposed of on procedural grounds, all the cases monitored ended in the tenant's removal from the unit. The average length of stay barely changed when the tenant presented a defense: the average length of stay was 12.6 days when a defense was raised as opposed to 11.6 days when no defense was raised.

Although judges are solicitous in helping landlords establish their prima facie cases, if required at all, the eviction court judges do not likewise assist tenants in representing themselves. Once the landlord-plaintiff has presented her case, the tenant-defendant should have the opportunity to contest the landlord's prima facie case, or to present a defense explaining why the landlord should not prevail, even if the prima facie case is met. Although tenants were frequently asked whether they paid the rent, judges only asked tenants if they had a defense in 27% of the cases monitored.¹⁴

Minor prompting from a judge makes a dramatic difference in tenants' abilities to participate in the judicial process: when a judge asks for a defense, the tenant presents a defense about 55% percent of the time. However, if the judge does not ask the tenant for a defense, the tenant presents a defense only 9% of the time.¹⁵ Judges ask tenants for a defense almost 33% of the time when neither side is represented, but only 19% of the time when the landlord is represented but tenant is not, and 11% of the time when both parties are represented by legal counsel.

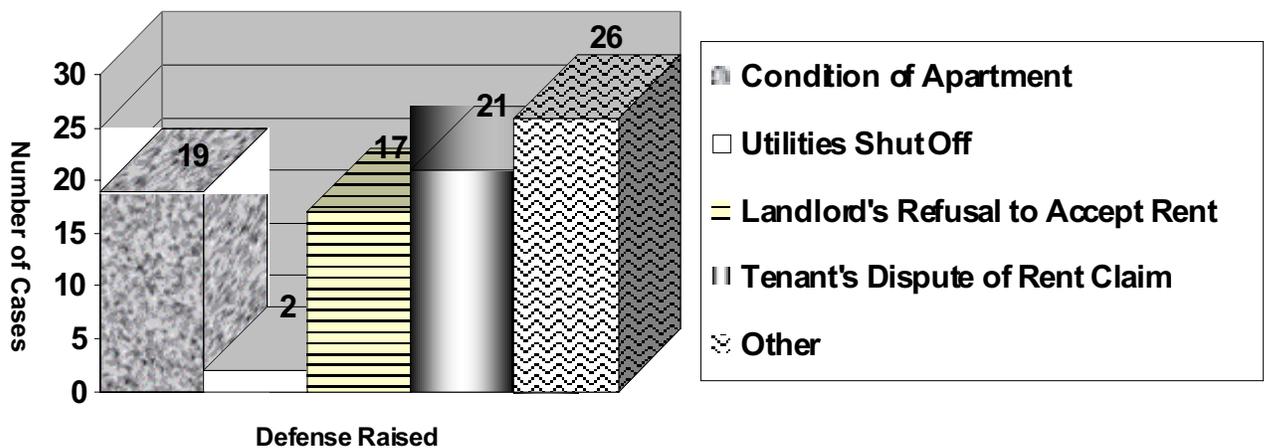
When tenants raised defenses to the eviction action, the defenses were raised as follows: condition of apartment was asserted in almost 23% of the cases; utility shut-off in 4% of the cases; and landlord's refusal to accept rent in 21% of the cases. Tenants disputed the rent claim in about 31% of the cases and made other "defenses," including any other excuse offered (i.e. lost job, forgot, health reasons, etc.), in about 35% of the cases. In all cases, the defense raised made no difference to the outcome: the tenant always lost.

¹³ Cases that were continued at the parties' request for lack of service, that were dismissed for want of prosecution, or that were resolved by an agreed order were eliminated because these cases were disposed of in a manner that would not have reached the stage at which a defendant would raise a defense.

¹⁴ This statistic varies dramatically among judges. One judge asked tenants if they had a defense in only 2% of monitored cases (12 of 60 cases), another asked tenants for defenses in 41% of cases (9 of 22 cases).

¹⁵ Tenants raised defenses in 74 out of 457 cases monitored which were not dismissed for want of prosecution, continued, transferred, or resolved pursuant to an agreed order.

Defenses Raised



V.

Outcomes

Time to Move, the 1996 study, concluded that it made almost no difference whether or not the tenant even appeared in court.¹⁶ The result in the present study is similar: tenants always lost on the merits. Ironically, the tenant's presence affects the outcome in cases where it should not: those cases where the landlord does not appear at the first hearing.

When the landlord-plaintiff does not appear at the first scheduled hearing, the case should be dismissed for want of prosecution whether or not the tenant-defendant appears. However, cases are dismissed for want of prosecution in only 60% of cases in which the landlord does not appear. Where the landlord is not present but the tenant is, cases are dismissed for want of prosecution 41% of the time. When neither party is present, the case is dismissed 74% of the time. Judges appear to be more reluctant to dismiss cases where the tenant appears alone than where neither party appears.

Tenants have the right to a jury trial and the option to seek a continuance in their eviction proceeding, yet tenants only request continuances in 8% percent of cases and request a jury trial in only 3 % of cases. (Residential Landlords rarely, if ever, request jury trials, since the jury trial prolongs the eviction process.) Tenants are generally entitled to continuances and jury trials, but these procedural matters must be raised at the beginning of the proceeding. In the cases monitored, tenants' requests for continuances were denied 19% of the time, and requests for a jury trial were denied 13% of the time. When such requests are denied, the basis for the denial is rarely stated, even though the request may have been properly denied, fueling the perception that the scales are tipped in favor of landlords.

Where tenants represented by an attorney proceeded to trial, the final outcome of the case was the same as for unrepresented tenants: eviction. (As noted previously, the sample available for analysis is very small and tenants represented by an attorney tend to enter into agreed orders,

¹⁶ In 1996, there was almost no difference in outcomes between Tenants who appeared, and those who did not. Ninety-five percent of tenants who appeared were evicted, and 98% of tenants who did not appear were evicted.

the terms of which are difficult to monitor.) Nevertheless, represented tenants experienced a clear advantage as their cases progressed through the system: represented tenants received continuances in 32% of cases, but pro se tenants received continuances in only 13% of cases monitored. In the end, legal representation bought tenants more time before they ultimately received the same disposition. An interesting twist on this “buying time” phenomenon is that although the length of time between the filing of the complaint and the actual eviction is longer for represented tenants, once represented tenants were ordered out of their dwellings, the average stay was 12.6 days, 2.2 days shorter than the stays of orders of possession against pro se tenants.¹⁷ In 1996, the study concluded that tenants with legal representation were “six times more likely to prevail.” The current study did not find any indication that represented tenants were more likely to receive any outcome other than a continuance, which ultimately still led to the same result - eviction.

Represented tenants request continuances with higher frequency than unrepresented tenants. Pro se tenants requested continuances in 11% of cases monitored and represented tenants asked for continuances in 22% of the cases monitored.¹⁸ Overall, continuances were approved in 81% of the cases in which a continuance was requested. However, represented tenants’ requests for continuances were never denied. Whether this demonstrates a bias in favor of attorneys, or simply demonstrates that the attorneys know when to properly bring a request for a continuance is not clear.

The length of stays given with orders of possession did not vary greatly depending on whether or not a tenant or landlord was represented, but did vary greatly depending on the judge. In other words, the amount of time a tenant would be given to move out of the apartment

¹⁷ In the few cases in which tenants had legal representation, the outcomes were as follows:

- Continuance - 32%;
- Order for Possession, No Stay - 2%
- Order for Possession stayed - 12%
 With an average of a 12.6 day Stay.
- Money Judgment - 7%
- Agreed order - 12%
- Dismissed for want of prosecution - 5%
- Judgment for Defendant - 0%
- Judgment pursuant to previous agreed order - 10%
- Continuance for lack of service - 5%
- Other - 15%

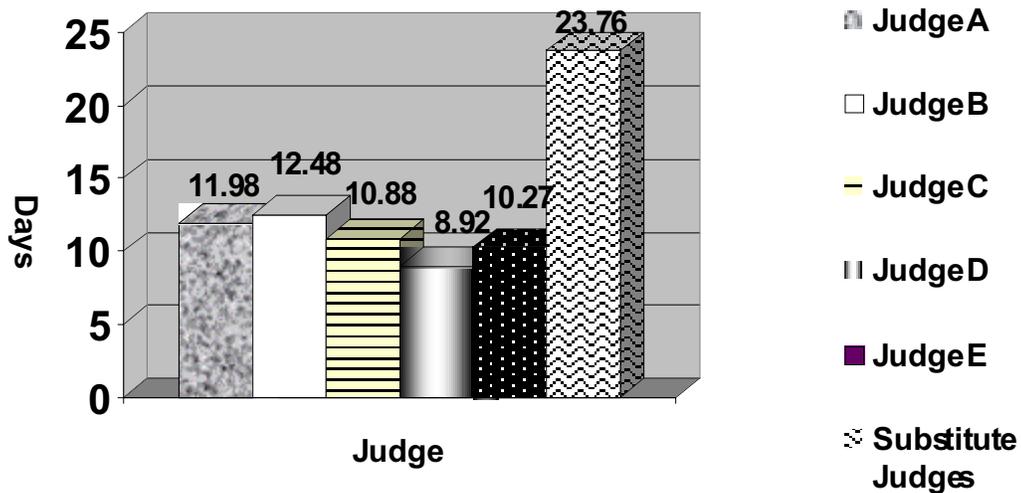
When tenants did not have legal representation, the outcomes were as follows:

- Continuance – 13%
- Order for Possession, No Stay - 4%
- Order for Possession stayed - 36%
 With an average of a 14.8 day Stay.
- Money Judgment - 20%
- Agreed order - 20%
- Dismissed for want of prosecution - 6%
- Judgment for Defendant - 4%
- Judgment pursuant to previous agreed order - 0%
- Continuance for lack of service - 1%
- Other - 5%

¹⁸ In 8% of all cases monitored, the tenant asked for a continuance. In 22% of the cases where the Tenant had an attorney, the tenant requested a continuance.

depended largely on courtroom assignment, not the merits of the case or the quality of representation. For example, the average stay for one judge was as low as 9 days while the average stay for substitute judges was almost 24 days. Randomly receiving a different judge could result in the tenant having 15 more days in which to find a new residence: two additional weeks in which to avoid homelessness.¹⁹

Average Length of Stay by Judges



¹⁹ When the plaintiff and the defendant were both represented, the average length of stay of the order of possession was 12.6 days. (a total of only 5 monitored cases). When only the plaintiff was represented, the average length of stay was 14.25 days.

When neither party was represented, the average stay was 14.9 days.

The average length of stay was most dramatically different when looking at average figures for individual judges:

Judge A	11.98
Judge B	12.48
Judge C	10.88
Judge D	8.92
Judge E	10.27
Substitute Judges	23.76

Conclusions

Speed. The most salient feature of the data collected is the unbelievably short time period in which matters of profound impact on individuals' human dignity are decided. This factor, and the dramatic decrease in the amount of time spent per trial since *Time to Move* was published are particularly surprising given the rationale for establishing eviction courts as an adversarial judicial process: to provide an organized, just means of resolving disputes between landlords and tenants. Apart from any other defects in the system, the destructive speed with which decisions about housing are made creates an overall impression of bias and injustice on the part of tenants.

The haste of the proceedings not only directly contributes to the bewildering and disrespectful character of what the tenant must undergo: it also means that procedural defects and oversights often infect trials. When the very reason for establishing an adjudicatory system for evictions is to provide process, the procedural defects are a fatal flaw. Given that the overwhelming majority of landlord-tenant disputes arise over nonpayment of rent, and most tenants do not articulate colorable legal defenses, a judge may believe that it makes little difference to ensure notice is proper, that all the elements of the prima facie case are established, or that the parties are sworn to tell the truth. However, procedural safeguards, even when they do not affect the outcome (although they sometimes do), show respect for the dignity of the defendant and reinforce the legitimacy of the process. An illegitimate process that comes with the imprimatur of the state may ultimately inflict more dignitary harm than landlord self-help. Additional judges sitting in Chicago's forcible entry and detainer courts could help to alleviate the burden on the small number of judges hearing these cases and improve the likelihood of a fair and meaningful hearing.

Equality, Impartiality and Transparency: cornerstones of the adversarial adjudicatory process. The eviction process established by Illinois statute is designed to follow the general model of most American litigation: an adversarial model with neutral adjudication. The rationales for the adversarial model are familiar: self-interested parties are the best source of arguments and advocacy on their own behalf, and once the best arguments have been put forward, the fairest adjudication is that which comes from a neutral, even passive arbiter. An adversarial judicial system is intended to protect the rights of all while providing justice to all. There are three crucial components to such a system: equality, impartiality, and transparency. When a judicial system possesses these characteristics, the system not only inspires confidence in those who do not prevail; more importantly, it conveys to the parties that their autonomy and dignity as persons is respected.

For equality to exist, both sides in the case must enter the courtroom as equals. A just and well-regarded system must find ways to prevent the individual from being steam-rolled by the judicial machine. It is crucial that the burden of proof fall properly on the plaintiff, and that the defendant's capacity to assert affirmative defenses find real expression in the judicial system. This is simply not occurring in Chicago's eviction courts. Landlords start out ahead: they are not required to establish the prima facie case set forth in statute. Tenants, on the other hand, receive no assistance from the judge, are very rarely prompted to participate, and receive almost no instruction as to how the trial should proceed. When tenants request clarification of their rights or procedural matters from the judge, their questions are often countered with "I am not allowed to give you legal advice." Though not all judges regard tenants as housing-thieves, they often regard them as objects of charity, not as the landlords' equals.

A corollary of the principle of equality is that of impartiality. When adjudication between parties is impartial, even the party that does not prevail can perceive the process as legitimate and obliged to protect her rights, freedom and interests. A process that, had the circumstances been somewhat different, might have been one through which she might have prevailed. This feature is also not observed in Chicago's eviction courts: our data shows that landlords are presumed to be in the right and tenants to be in the wrong.

The third crucial component of an adversarial adjudicatory system is transparency, also lacking in Chicago's eviction court proceedings. Even if the system reaches the proper outcome in most instances, it will still have no credibility with the public if the people cannot understand what is being done and why. When tenants leave the court not knowing what has happened to them, what an "order of possession" is or what "stayed fourteen days" means, the system can hardly be said to be transparent. Where virtually all tenants are unrepresented, the adjudicatory process must maintain its legitimacy not merely by adherence to formality, but also by presenting proceedings that its participants can comprehend.

Efficiency and Justice. While equality, impartiality and transparency may be considered the cornerstones of the adversarial process, they cannot secure justice if outcomes are not delivered within a meaningful timeframe. Efficiency is perhaps the one forte of the existing forcible entry and detainer court system.

While many of the problems noted in this report are traceable to the adversarial system, which may fail to take adequate account of the fundamental relationship between housing and quality of life and the costs both society and the tenant bear when the landlord-tenant relationship breaks down and leads to homelessness, the goal of efficiency indicates that the best approach is likely to be to work to overcome the limits of the adversarial system. An alternative dispute resolution (ADR) model might ameliorate the dignitary harms described above; however, only at the cost of far slower adjudication even for cases where there is no cognizable affirmative defense in the first place, increasing problems in the rental housing marketplace. Confining the ADR model only to those cases where a cognizable defense might have been possible would require not only a change in the law, but would inevitably involve some sort of ADR adjudication for all, since it would be precisely through the adjudication process that the existence or non-existence of a cognizable defense would have to be ascertained in the first place. The cost in additional time would not be confined to the courtroom alone, but to the timeline for the overall eviction process, exacerbating troubles in the rental housing marketplace.

Procedure as an independent value. The value here goes beyond substantively just outcomes. Indeed, in virtually all of the cases observed, the fundamental issue was that the tenant did not pay the rent. If asked why he did not pay the rent, a tenant will most often explain why he was unable to pay, without offering a legally cognizable defense. Tenants who could have a legally cognizable defense have not established proper grounds. Regardless of the procedures followed, the simple fact is that most tenants will be evicted. If most tenants are going to lose anyway, and it is going to happen so incredibly quickly, why bother with the adjudicatory process at all? Procedure is the very essence of the eviction court's mission, and in this respect it fails dramatically.

The decreasing time of adjudication strongly suggests that judges are impatient to arrive at an outcome they regard as a foregone conclusion. Judges appear tacitly to assume that defendants are in the wrong even before examining the merits. "Did you pay the rent?" is often the only question to which the judge seeks an answer; upon hearing "no, but..." the case is essentially over. Usually, judges do not ask tenants if they have defenses. In a sense, it is not

surprising that judges come to a conclusion about each case in such a short period of time. Given that the issue is framed as an exchange of money for housing services, the tenant-defendant's failure to pay satisfies the judge that the landlord-plaintiff should prevail. Neutral and passive adjudication looks to the parties for arguments and advocacy; the uninformed defendant's advocacy is singularly ineffective, and the judge quickly finds for the more persuasive party. After a certain amount of experience with this recurring scenario, judges become impatient, and trial time is squeezed down to nothing.

Although many defendants may have little to contribute to their own defense beyond an explanation for their inability to pay, the dignitary harm inflicted on the defendant by such a style is substantial. Often, the defendant does not fully grasp the nature of the proceedings or even the meaning of the outcome. This lack of transparency can be addressed by judges educating the tenant about what is happening to them and what will happen to them after the proceedings in a way that does not compromise judges' impartiality qualify as the offering of legal advice. In the absence of informational transparency, the tenant is disrespected by the system, and the system undermines itself by failing to promote its own legitimacy.

Leveling the playing field inside the courtroom. The dignitary harms currently inflicted on tenants by the eviction court system can perhaps best be addressed by better training and supervision of judges and more rigorous adherence to existing procedural requirements. Substitute judges in particular seem relatively ignorant of the Forcible Entry and Detainer Act, the RLTO, public housing regulations and the common law of eviction. The elements of the landlord's prima facie case, including a copy of the notice of termination should be included in each court file. All final dispositions should be written in a format easily understood by a non-lawyer and given to the tenant. At the beginning of the call, and as necessary throughout the proceedings, judges should orally explain each step in the proceedings and ensure that the explanations are understood.

Lack of tenant education. Tenant education could also have a profound impact on tenants' ability to participate as equals in the adversarial process. In cases where a legally cognizable defense might have been possible (especially habitability defenses), tenants fail to follow the proscribed procedures: they either withhold rent completely, or fail to provide the landlord with written notice that they will withhold rent if a particular habitability concern is not remedied, thus destroying the viability of the defense long before trial.

While most tenants do not present colorable defenses to nonpayment of rent, there is a small but significant number of tenants who, as shown by our data, probably could have asserted effective habitability defenses had they known how to do so correctly before the eviction process was initiated. One of the recurrent tragedies monitors witnessed was tenants being evicted from shockingly substandard housing, often documented with photographs brought to the court, whose attempted defenses failed because they did not know that they were required to provide notice of their intent to partially withhold and that they should not withhold all of their rent. The failure of these defenses not only inflicted dignitary harm but did substantive injustice. It appeared that in these kinds of cases, tenants seemed to believe that the only way to make the landlord provide habitable housing was to completely withhold rent and that if they could only "tell their side of the story" in eviction court, things would work out. Yet by the time tenants have failed to give notice, completely withheld rent, not tendered rent in response to notice from the landlord and appeared in court, it is too late. Conversely, it is impossible to know but easy to suspect that some tenants who might have been able to launch habitability defenses do not even try to do so,

believing that such an attempt would be futile. In both such cases, landlords are proactive in resolving the conflict to their satisfaction, while tenants are at best reactive and even passive.

Providing help desk information, lay advocates or pro bono representation in situations where an eviction case has been filed is somewhat helpful, but generally comes too late for tenants with habitability problems. Tenants must become proactive in resolving housing problems before they are hauled into eviction court. Tenants need to know that they have a right to habitable housing, how to get help in remedying habitability problems, and how to enforce their rights. Moreover, tenants need to know the proper procedures for laying the foundation for asserting a defense based on habitability, should they find that their attempts to get adequate housing land them in eviction court.

One way to help tenants raise habitability defenses (thereby improving the quality of Chicago's rental housing stock) is to require landlords to include in their five-day notices language explaining the procedure for withholding rent, and advising tenants that if they have not properly withheld rent under the statutory scheme, they must pay rent due as demanded by the five-day notice then follow the statutory procedure for withholding rent based on habitability problems. Sample letters for tenants to fill out and present to their landlords regarding the conditions in an apartment could be made available at libraries, community centers, and other locations where tenants would be likely to find them. Advertising in venues such as public transportation and utility bills directing tenants to toll-free numbers or public service web sites has been effective in the public health field, and can be effective here. Such an approach needs to take full account of the tendency of tenants to seek information after it is too late.

In the end, the efficiencies of the adversarial system are probably inescapable and even desirable. But for the system to work, it must be possible for defendants to prevail, and where they don't, it must treat them with the dignity and respect owed to those facing one of life's most devastating losses: the loss of one's home.

APPENDIX I
COURT MONITORING FORM

**Lawyers' Committee for Better Housing
Eviction Court Monitoring**

Date _____ Monitor _____ Courtroom: 1302___ 1402___ 1406___ 1408___

Judge: Elliott ___ Turkington ___ Stuart ___ Zissman ___ Other _____ (name) (M/F) (circle one)

Line No. ___ Case Name & No. _____

Length of hearing: ___ : ___

Persons appearing:

Plaintiff (LL) _____ (1)
Plaintiff's Attorney _____ (3)
Court Interpreter for LL _____ (5)

Defendant (T) _____ (2)
Defendant's Attorney _____ (4)
Court Interpreter for T _____ (6)

**If defendant not present, did judge discuss or
check service?** Yes ___ (1) No ___ (2)

Did Judge swear in the parties? Yes ___ (1) No ___ (2)

Did Judge check notice? Yes ___ (1) No ___ (2)

Did defendant request a continuance? Yes ___ (1) No ___ (2)

If yes, was it Granted ___ (1) or Denied ___ (2)

Did defendant request a jury trial? Yes ___ (1) No ___ (2)

If yes, was it Granted ___ (1) or Denied ___ (2)

Did Judge ask defendant if he/she owed rent? Yes ___ (1) No ___ (2)

Did Judge ask defendant if he/she had a defense? Yes ___ (1) No ___ (2)

Did tenant articulate a defense? Yes ___ (1) No ___ (2)

(a) ___ Condition of Apartment (d) ___ Tenant dispute rent claim
(b) ___ Utility shutoff (e) ___ Other _____
(c) ___ Landlord refused to accept rent _____

Did tenant present evidence? Yes ___ (1) No ___ (2) (do not include tenant's own testimony)

If yes, what kind? _____

Did Judge examine the evidence? Yes ___ (1) No ___ (2)

Disposition

(1) ___ Continuance or Transfer to Jury Room (record continuance for lack of service below)
(2) ___ Order for Possession, no stay
(3) ___ Order for Possession, stayed ___ days
(4) ___ Money judgment, \$ _____
(5) ___ Agreed Order, Terms _____

Did Judge verify with tenant? Yes ___ (a) No ___ (b)

(6) ___ DWP (dismissed for want of prosecution)
(7) ___ Judgment for defendant (other than DWP)
(8) ___ Judgment pursuant to previous agreed order
(9) ___ Continuance for lack of service
(10) ___ Other: _____

Comments: _____

APPENDIX II GLOSSARY

Glossary of Terms/Explanation for Form Items

Date, Monitor, Court, and Judge Information: This information helps identify the date of the observation, who took the data, the courtroom observed, and the presiding judge. This information could be recorded on the form before starting the day's observation.

Line No., Case Name and No.: The line number was recorded as each case was called. The line number could then be used to obtain the case name and number from the board outside the courtroom.

Length of Hearing: Stopwatches were used to record the exact length of each hearing, measured from the time parties were called until judgment was entered.

Persons Appearing:

Plaintiff (LL) means the landlord, who can be the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is a part.

Plaintiff's Attorney was checked if the landlord had legal representation at the hearing.

Court Interpreter for LL was checked if the landlord required a court interpreter.

Defendant (T) means the tenant that the landlord is seeking to evict.

Defendant's Attorney was checked if the tenant had legal representation at the hearing.

Court Interpreter for T was checked if the tenant required a court interpreter.

If defendant not present, did judge discuss or check service?: This question seeks to determine if the judge made sure the defendant was properly served with a summons and complaint by the sheriff. If not, the court does not have personal jurisdiction over the defendant, and the judge cannot enter a judgment against the defendant in his or her absence.

Did judge swear in the parties?: This question seeks to determine whether the parties' testimony was given under oath, in accordance with generally accepted legal procedure.

Did judge check notice?: This question seeks to make sure that the judge checks to see if the landlord's termination notice was legally adequate and was properly served, a key element of the landlord's prima facie case.

Did defendant request a continuance?: This question seeks to monitor the number of tenants who request a delay in the proceeding, usually to obtain legal counsel. Whether the request for the continuance was denied or granted is also recorded. Unrepresented parties are entitled to a short continuance to obtain an attorney, but the request must be made prior to the beginning of the trial, not during or after the trial.

Did defendant request a jury trial: If either party requests a jury trial, the case is continued for one week. The following week, the case is called again in the jury courtroom (room 1404) for the first hearing. A jury demand dramatically extends the eviction proceedings, and is typically made by a tenant who has received advice from someone experienced with the process, typically a tenant advocacy organization or the pro se help desk. Very few residential landlords request jury trials, since they prolong the amount of time the landlord must deal with an unwanted tenant. No monitor observed a case in which a landlord demanded a jury trial.

The form also includes space to record whether or not the jury demand was granted: a jury demand should be granted as long as it is made before the trial begins.

Did judge ask defendant if he/she owed rent?: Given that most evictions are initiated for nonpayment of rent, the payment of rent is key to the landlord establishing his or her prima facie case.

Did judge ask defendant if he/she had a defense: While the tenant-defendant should be afforded an opportunity to present a defense or refute the elements of the landlord-plaintiff's case, many tenants are not familiar enough with courtroom procedure to know when to raise their issues. Sometimes a tenant will interrupt a landlord and be told by the judge that it is not their turn to speak, but are never prompted when it is a proper opportunity to present a defense or refute the elements of the case.

Did tenant articulate a defense: Whether or not the judge asked for a defense, did the tenant assert a legally relevant or non-legally relevant reason why he or she should not be evicted?

Condition of Apartment: Refers to the implied warranty of habitability where premises in defective condition – not maintained in substantial compliance with applicable building codes. The most obvious examples include failure to maintain heat, plumbing, electrical systems, leaking roofs and ceilings, insect and rodent problems.

Utility Shutoff: This defense is likely to arise in two common situations. One is where the tenant has withheld rent because the landlord has terminated utility services for some reason. Another is where the landlord has breached an agreement to pay for utilities and the tenant has paid the bill and deducted the amount paid from the rental. Utilities include gas, water/plumbing, heat and electricity.

Landlord refused to accept rent: The tenant attempted to tender the rent before the service of a termination notice or before the expiration of such a notice, but the landlord refused to accept.

Tenant dispute rent claim: The tenant disputes the amount of rent owed to the landlord, or that she owes rent at all.

Other: any defense presented by tenant other than those listed above.

Did tenant present evidence?: Establishes whether tenant brought any evidence (other than his own testimony) to support his case, such as receipts or pictures.

Did judge examine the evidence: Determines whether judge looked at or considered any evidence presented by the tenant.

Disposition: the final resolution of the case.

Continuance or Transfer to Jury Room: Case continued to a later date, or continued to be tried by a jury.

Order for Possession, No Stay: Possession is awarded to the landlord. The landlord may immediately file the judgment with the sheriff for the purpose of having the tenant physically removed from the premises.

Order for Possession, Stayed ___ Days: Same as above, except the landlord cannot file the judgment with the sheriff for a length of time determined by the judge (usually 7, 14, or 21 days.)

Money Judgment, \$ _____: Some amount of past due rent is awarded to the landlord.

Agreed Order, Terms: Parties advise the Court that they have come to some agreement and the judge accepts (enters) the order. Also, some judges will ask landlord's attorney if there has been some agreement made. All terms of the agreement should be recorded. It should also be determined if the judge verified the terms of the agreement with the tenant.

DWP (Dismissed for Want of Prosecution): The landlord fails to appear or volunteers to dismiss her complaint for possession and/or rent.

Judgment for Defendant (Other than DWP): Judge dismisses the complaint for some reason other than a DWP (no notice, tenant adequately proves a defense, etc.)

Judgment Pursuant to Previous Agreed Order: Parties are in court to enforce the terms of an agreed order that has been previously entered.

Continuance for Lack of Service: Case is continued until the statutory requirements for service of summons are met.

Other: any other outcome of the hearing other than those listed is entered here.

Comments: Any special circumstances or factors pertinent to the particular case and not reflected on the form can be entered here.