

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

CH28132

SARAH THIENES, individually )  
and on behalf all others similarly situated, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
PLANNED PROPERTY MANAGEMENT, INC., )  
an Illinois Corporation, )  
 )  
Defendant. )

No.

Class Action

COMPLAINT

Plaintiff, Sarah Thienes (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, Law Offices of Jeffrey S. Sobek, P.C. and Edward T. Joyce & Associates, P.C., states as follows for her complaint against Defendant, Planned Property Management, Inc. (“Planned Property” or “Defendant”).

INTRODUCTION

1. This is a class action to secure redress against Planned Property for violations of the City of Chicago Residential Landlord and Tenant Ordinance, Municipal Code Title 5, Chapter 12, *et seq* (“CRLTO”). Planned Property failed to: (a) attach a summary of the CRLTO that included porch safety language and security deposit interest rate disclosures to tenant leases; and (b) disclose building code violations.

## THE PARTIES

2. Plaintiff Thienes is a resident of Chicago, Cook County, Illinois. Plaintiff is, and has at all relevant times been, a tenant of Planned Property.

3. Defendant Planned Property is an Illinois corporation with its principal place of business at 1333 N. Kingsbury, Ste. 301, Chicago, Illinois 60622. Planned Property is engaged in the business of leasing and managing residential apartment buildings. Planned Property leased Plaintiff her apartment and is a "Landlord" as defined by CRLTO §5-12-030.

## JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in this Court because this action arose out of: (i) business transacted by Planned Property in Cook County, Illinois; and, (ii) violations of Chicago municipal ordinances providing for statutory damages in Cook County, Illinois.

## FACTS

5. Plaintiff has at all relevant times resided at 1000 N. LaSalle, #211, Chicago, Illinois 60610, a multi-unit residential apartment building (the "Premises").

6. Plaintiff entered into a rental agreement with Planned Property (hereinafter referred to as "Lease" or "rental agreement") on or around August 13, 2007 for Apartment #211 ("Apartment") at the Premises, and she has resided there ever since. (See, Chicago Apartment Lease attached hereto as Exhibit A).

7. Plaintiff's rent was \$1,055.00 per month.

8. The Premises had been cited by the City of Chicago during the previous 12 months for at least three code violations. For instance, on July 10, 2007, the City cited the Premises three times: (a) violation CN104015, (b) violation CN107015, and (c) violation CN061014. Violation CN104015 required replacement of broken, missing or defective window panes and stairwell doors that had broken off at the hinges. Violation CN107015 resulted from Defendant's failure to maintain adequate illumination for the public hall and stairwell. Violation CN061014 resulted from Defendant's failure to maintain the exterior walls of the building or structure free from holes, breaks, loose or rotting boards or timbers and other conditions which might admit rain or dampness to the walls. These violations were never disclosed to Plaintiff.

9. When Defendant offered the Lease, it failed to provide Plaintiff with a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. See Exhibit A.

10. The Lease did not include the following language:

The porch or deck of this building should be designed for a live load of up to 100 pounds, per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

11. At all relevant times, Planned Property was the Landlord of the Premises.

12. At all relevant times, Planned Property is or has been the Landlord of at least the following multi-unit residential apartment buildings in the City of Chicago:

- a) 1111 N. Dearborn
- (b) 1133 N. Dearborn
- (c) 1120 N. LaSalle
- (d) 1330 N. Dearborn
- (e) 2756 N. Pine Grove
- (f) 430-446 W. Diversey
- (g) 2630 N. Hampden
- (h) 1940 N. Lincoln
- (i) 2727 N. Clark
- (j) 3130 N. Lake Shore Drive
- (k) 350 W. Oakdale
- (l) 1049 W. Oakdale
- (m) 441 W. Oakdale
- (n) 455 W. Wellington
- (o) 441 W. Barry
- (p) 515 W. Briar
- (q) 515 W. Barry
- (r) 500 W. Belmont
- (s) 450 W. Melrose

- (t) 537 W. Melrose
- (u) 544 W. Melrose
- (v) 634-42 W. Cornelia
- (w) 596 W. Hawthorne
- (x) 3510 N. Pine Grove
- (y) 632-42 W. Addison
- (z) 536 W. Addison

13. During the relevant period of time, Defendant was cited for at least 184 building code violations at 24 of the apartment buildings identified above.

#### CLASS ALLEGATIONS

14. Plaintiff brings this action individually and on behalf of two classes of others similarly situated. This action may properly be maintained as a class action pursuant to the provisions of 735 ILCS 5/2-801.

15. Plaintiff's proposed classes are designated as: (a) "Ordinance Summary Class," and (b) "Building Code Violation Class."

16. The Ordinance Summary Class consists of all persons who satisfy the following criteria:

- a. They were tenants or prospective tenants of Planned Property during the 2 years prior to the filing of this action;
- b. Who were offered a rental agreement, either written or oral, by or on behalf of Planned Property, for either a new rental or a renewal thereof; and
- c. Who were not provided with a lawful summary of the CRLTO that included the mandatory porch safety language and a

separate summary of the mandatory interest rate disclosures at the time such agreement was initially offered to them.

The Building Code Violation Class consists of all persons who satisfy the following criteria:

- a. They were tenants of Planned Property or its predecessor during the 5 years prior to the filing of this action; and
- b. They were not provided with written disclosures of building code violations affecting their apartment building for the 12 months prior to the time they entered into a rental agreement or renewal.

17. On information and belief, class members are so numerous that individual joinder of all members is impractical, and while the exact number of the class members is unknown at the present time, it is ascertainable by appropriate discovery.

18. Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. The questions of law and fact that are common to the Ordinance Summary Class and that predominate include, but are not limited to:

- a. Whether Planned Property failed to attach a lawful summary of the CRLTO that included a summary of the security deposit interest rate disclosures to every new or renewal rental agreement when any such agreement was initially offered to any tenant or prospective tenant; and
- b. Whether Planned Property failed to include the following language in its tenant leases:  
The porch or deck of this building should be designed for a live load of up to 100 pounds, per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about

porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

The questions of law and fact that are common to the Building Code Violation Class and that predominate include, but are not limited to:

- a. Whether Planned Property failed to disclose cited building code violations to tenants.

19. Plaintiff will fairly and adequately protect the interests of the class in that Plaintiff's claim is typical of those classes and Plaintiff does not have any interests which are adverse to the other class members.

20. Plaintiff has retained competent counsel experienced in handling class actions and actions involving violations of the CRLTO. Neither Plaintiff nor her counsel has any interests which might cause them not to vigorously prosecute this action.

21. Plaintiff's claims are based on the same facts and legal theories as those of the class members.

22. Class action treatment is superior to the alternatives, if any, for the fair and efficient adjudication of the controversy described herein because it permits a large number of injured persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of evidence and effort. Class treatment is especially appropriate for the current controversy because it is the only practical means for class members to receive redress given that the individual claims are small in amount.

**COUNT I – FAILURE TO ATTACH A SUMMARY OF THE CRLTO TO THE RENTAL AGREEMENT**

23. Plaintiff repeats and realleges Paragraphs 1-22 as Paragraph 23, and states that this Count is brought by Plaintiff individually and on behalf of the class.

24. Section 5-12-170 of the CRLTO requires landlords, without exception, to attach a copy of the CRLTO summary to each written rental agreement or renewal, as follows:

The commissioner of the department of housing shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. 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.

The summary shall include the following language:

"The porch or deck of this building should be designed for a live load of up to 100 pounds, per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1."

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of written notice. If a tenant in a civil legal proceeding against

his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100.00 in damages.

25. Planned Property violated CRLTO Section 5-12-170 by not attaching to the 2007 and 2008 Lease Renewals a CRLTO summary that included the mandatory porch safety verbiage and a separate summary of the mandatory interest rate disclosures. On information and belief, this nondisclosure represents a policy and practice on the part of the Defendant.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests this Court to:

- a. certify the Ordinance Summary Class;
- b. appoint Plaintiff as class representative of the Ordinance Summary Class;
- c. appoint the Law Offices of Jeffrey S. Sobek, P.C. and Edward T. Joyce & Associates, P.C. as class counsel;
- d. enter judgment in Plaintiff's/the Ordinance Summary Class' favor and against Planned Property for statutory damages of \$100 per tenant per lease;
- e. award attorney's fees, litigation expenses and costs as specified in §5-12-180 of the CRLTO; and
- f. order such other further relief as the Court deems equitable, including prejudgment interest.

**COUNT II – FAILURE TO DISCLOSE BUILDING CODE VIOLATIONS**

26. Plaintiff repeats and realleges Paragraphs 1-25 as Paragraph 26, and states that this Count is brought by Plaintiff individually and on behalf of the Building Code Violation Class.

27. Defendant Planned Property is identified in Plaintiff's Lease as both a lessor and agent, and is a Landlord within the meaning of CRLTO §5-12-030.

28. Section 5-12-100 of the CRLTO requires landlords to disclose building code violations in writing, as follows:

Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing:

- (a) Any code violations which have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or compliance board proceeding pursuant to Chapter 13-8-070 of the municipal code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation and/or the identification number of the compliance board proceeding and a listing of any code violations cited.
- (b) Any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service to be terminated, the intended date of termination, and whether the termination will affect the dwelling unit, the common areas or both. A landlord shall be under a continuing obligation to provide disclosure of the information described in this subsection (b) throughout a tenancy. If a landlord violates this section, the tenant or prospective tenant shall be entitled to remedies described in Section 5-12-090.

29. Plaintiff was never given written disclosure of building code violations affecting the Premises during the 12 months before she entered into her Lease. On information and belief, this nondisclosure represents a policy and practice on the part of the Defendant at the buildings it manages.

30. Defendant's failure to provide Plaintiff with written disclosure of building code violations affecting the Apartment Building for the 12 months prior to the time Plaintiff entered into her Lease violated CRLTO § 5-12-100.

31. Under the CRLTO, if a landlord violates Section 5-12-100, the tenant or prospective tenant shall be entitled to remedies described in Section 5-12-090. Section 5-12-090 provides statutory damages for the tenant equal to "one-month's rent or actual damages."

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests this Court to:

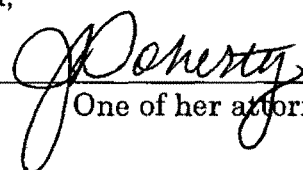
- a. certify the Building Code Violation Class;
- b. appoint Plaintiff as class representative of the Building Code Violation Class;
- c. appoint the Law Offices of Jeffrey S. Sobek, P.C. and Edward T. Joyce & Associates, P.C. as class counsel;
- d. enter judgment in Plaintiff's/the Building Code Violation Class' favor and against Planned Property for the amounts specified in §5-12-090 of the CRLTO;
- e. award attorney's fees, litigation expenses and costs as specified in §5-12-180 of the CRLTO; and
- f. order such other further relief as the Court deems equitable, including prejudgment interest.

Dated: August 12, 2009

Respectfully submitted,

SARAH THIENES, individually and on behalf of all others similarly situated,

By: \_\_\_\_\_

  
One of her attorneys

Jeffrey S. Sobek  
Law Offices of Jeffrey S. Sobek, P.C.  
10 S. Riverside Plaza, Ste. 1800  
Chicago, Illinois 60606  
Telephone (312) 756-1330  
Attorney Number 42656

Edward T. Joyce  
Kenneth D. Flaxman  
Jennifer L. Doherty  
Edward T. Joyce & Associates, P.C.  
11 S. LaSalle Street, Suite 1600  
Chicago, Illinois 60603  
Telephone (312) 641-2600  
Attorney Number 32513