

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

_____ COUNTY

Plaintiff)
)

Defendant)

Case number: _____

**ANSWER AND AFFIRMATIVE DEFENSES TO AN EVICTION COMPLAINT
APARTMENTS AND HOUSES**

- 1. I deny that the landlord/owner has a right to possession of the property in question.
- 2. I have an agreement about the property with: _____
- 3. Our agreement is: (check one) *in writing* *NOT in writing*
- 4. I am: (check one) *renting this property* *buying this property*
- 5. Check YES if all three of the following statements apply to your situation. If they do not, then check NO.

I am buying, not renting this property; through a contract for deed;
The payments on my contract for deed are over a period of more than five years; AND
I have paid more than twenty percent of the purchase price.

Yes 9 No 9 If yes, then I should be evicted through the mortgage foreclosure process.

- 6. IF I have broken our agreement, it was because (check all that apply):
 - 9 I had to pay for repairs that owner/ landlord refused to make to keep the property in a livable condition
 - 9 the property was in an unlivable condition
 - 9 the owner/landlord broke our agreement first by: _____

- 7. IF I have broken our agreement, the owner/landlord waived the violation by accepting a payment after learning of the violation. Yes 9 No 9

- 8. IF I have broken our agreement, I have corrected or attempted to correct this breach by (check all that apply):
 - 9 paying the following amount \$ _____ on the following date: _____
 - 9 attempting to pay the following amount \$ _____ on the following date _____ but it was refused by the owner/landlord.
 - 9 other: _____

9. I have failed to receive the following notice as required by law or by our agreement (check one)

30 day notice before the date the lawsuit was filed

this notice is required in leases that are month to month where the eviction is not for a breach of the agreement but because the term of the agreement expired and in contract for deed cases.

10 day notice before the date the lawsuit was filed that correctly specified how the agreement was violated

this notice is required for any breach of a lease agreement except for nonpayment of rent

7 day notice before the date the lawsuit was filed

this notice is required in leases that are week to week where the eviction is not for a breach of the agreement, but because the agreement ended

5 day notice before the date the lawsuit was filed that correctly specified the amount owed.

this notice is required in cases of nonpayment of rent

Other: _____

10. The landlord/owner has broken our agreement by (check all that apply):

failing to maintain the property in a livable condition

failing to provide either heat, water, sewer, or electricity

interfering unreasonably by frequently entering the property or by entering the property without notice

failing to pay the utility bill which is in the owner/landlord's name

failing to provide me with a written copy of any changes to our agreement

11. The landlord/owner has tried to evict me in an unlawful manner by: (check all that apply)

locking me out of the property

moving my personal belongings without a court order

turning off my utilities

failing to make necessary repairs to the property

interfering with my personal enjoyment of the property

attempting to retaliate against me for my complaint to a government authority

discriminating against me on the basis of age, gender, religion, race, disability, national origin, or family status

Under penalties as provided by law pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Signature

Date