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ILLINOIS LAW MANUAL

CHAPTER VI

OTHER CAUSES OF ACTION

G. WRONGFUL EVICTION

In Illinois, disputes regarding possession of land are governed by the Illinois Forcible Entry and Detainer Act ("Act"), 735 ILCS 5/9-101, et seq. The purpose of the Act is to adjudicate the right to possession and to prevent breaches of the peace by pursuing actions through the courts. Bismarck Hotel Co. v. Sutherland, 92 Ill. App. 3d 167 (1980); Vale Tavern, Inc. v. Cosmopolitan Nat. Bank, 259 Ill. App. 3d 965 (1st Dist. 1994). According to the Act, no person may take possession of premises by force, even though the person is entitled to possession. People v. Evans, 163 Ill. App. 3d 561 (1987); Harper Square Housing Corp. v. Hayes, 305 Ill. App. 3d 955 (1st Dist. 1999). In order to proceed with an eviction action, one must follow the steps provided within the Act. These steps are summarized below.

1. Procedure

The party seeking possession of premises must make a written demand, signed by the party or his or her agent or attorney. Only after demand is made may the party seeking possession file a civil complaint for possession. Any entry made without legal authority to do so constitutes an actionable forcible entry. Harper v. Salee, 376 Ill. 540 (1941).

2. Eviction

The term "eviction" is not limited to actual physical entry by a person onto premises which disturbs another's right of private occupancy. A constructive eviction occurs when one renders premises useless to the person in possession of the premises, or when the person in possession is deprived in whole or in part of the use and enjoyment of the premises as a result of another's wrongful acts. John Munic Meat Co., Inc. v. H. Gartenberg & Co., 51 Ill. App. 3d 413 (1977); Home Rentals Corp. v. Curtis, 236 Ill. App. 3d 994 (5th Dist. 1992); Shaker & Assoc. Inc. v. Medical Tech. Group, Ltd., 315 Ill. App. 3d 126 (1st Dist. 2000). An action for wrongful eviction does not have to be based upon the physical removal of the possessor of the land from the premises. It may be based upon conditions of the premises itself. See Id. (a landlord's failure to maintain a building so that the tenant lost his ability to be a meat packer under the Department of Agriculture guidelines was a constructive eviction); see also, Home Rentals Corp. v. Curtis, 236 Ill. App. 3d 994 (1992).

In addition, a wrongful eviction is not necessarily limited to the landlord-tenant context. For example, in Z.R.L. Corp. v. Great Central Ins. Co., 156 Ill. App. 3d 856 (1987), the court construed the term "wrongful eviction" to include making a restaurant customer leave the premises on the basis of racial discrimination.

3. Damages

If a plaintiff successfully establishes that he or she was wrongfully evicted, the plaintiff may obtain compensatory damages for any losses that were

the direct and proximate consequences of the wrongful act, as long as the damages are not attributable to the plaintiff's own fault. Also, a wrongful eviction relieves one of his or her duty to pay rent. See 735 ILCS 5/9-101, et seq.