

No. 1-11-2316

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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GEE TOY,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County.
	)	
v.	)	No. 11 M1 709503
	)	
MEGAN McKENZIE, JOBE E. SMITH, A VIRTUAL	)	
CERTAINTY, and Unknown Occupants,	)	Honorable
	)	Leonard Murray,
Defendants-Appellees.	)	Judge Presiding.

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JUSTICE HALL delivered the judgment of the court.  
Presiding Justice HOFFMAN and Justice ROCHFORD concurred in the judgment.

**ORDER**

- ¶ 1 *Held:* In action for possession and rent, circuit court properly awarded plaintiff-landlord only one month's rent where receiver was appointed to manage foreclosure action against plaintiff-landlord with the proviso that any additional rent owed by tenants after appointment of the receiver would be remitted to the receiver.
- ¶ 2 The plaintiff-appellant Gee Toy appeals *pro se* from an order of the circuit court of Cook County awarding her one month's rent in the amount of \$2,400 plus costs for Unit 3 of her building at 315 South Ashland in Chicago. That unit was rented by defendants Megan McKenzie and Jobe Smith. Also named as a defendant in this *pro se* action was A Virtual Certainty, a

business run from the unit by McKenzie as its president. Toy owned this building and occupied the first floor. Toy contends on appeal that she was entitled to additional rent besides the \$2,400 awarded her for May 2011.

¶ 3 Although no brief has been filed by defendants-appellees, we may still consider this appeal on Toy's brief alone. *People v. Cosby*, 231 Ill. 2d 262, 285 (2008); *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 4 The lease for this unit extended until August 31, 2011, with \$2,400 in rent for each month due on the first day of the month. The record establishes that defendants failed to pay rent beginning on May 1, 2011, and under the terms of the lease Toy was entitled to rent for May in the amount of \$2,400. But in seeking additional rent for the remainder of the tenancy, Toy overlooks a key provision contained in the record. Toy's Ashland building was placed in receivership on May 12, 2011. Toy obtained the permission of the chancery court in that case to continue her legal proceedings to obtain rent, but this was with the proviso that rents which were owed and recovered after the appointment of the receiver would be remitted to the receiver. Under this provision, Toy was only entitled to the \$2,400 she was owed from May 1, 2011, prior to the appointment of the receiver. She was not entitled to recover additional rent amounts which were owed after the appointment of the receiver. Nor has Toy presented us with any authority supporting her entitlement to additional rent, given the order she obtained from the chancery court. In a civil proceeding, the party seeking judicial relief generally bears the burden of proof. *People v. Orth*, 124 Ill. 2d 326, 337 (1988); *Board of Education v. Jackson*, 401 Ill. App. 3d 24, 31 (2010). Toy failed to meet her burden where it was on her motion that the chancery court included the provision concerning additional rents collected after the appointment of the receiver going to the receiver. For these reasons, we affirm the order of the circuit court of Cook County which awarded Toy one month's rent of \$2,400 plus costs.

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¶ 5 Affirmed.