

No. 1-15-0363

**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).

---

IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

---

HOUSING AUTHORITY OF COOK COUNTY,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Cook County.
	)	
v.	)	No. 14 M4 002936
	)	
EL ESSENE Y'ISROYAL-Y' ISRAEL,	)	Honorable
	)	James J. Gavin,
Defendant-Appellant.	)	Judge Presiding.

---

JUSTICE FITZGERALD SMITH delivered the judgment of the court.  
Justices Lavin and Pucinski concurred in the judgment.

**O R D E R**

¶ 1 *Held:* We affirm the trial court's order granting plaintiff possession of an apartment unit leased by defendant for breach of contract, thereby forcibly evicting him from the premises.

¶ 2 In this forcible eviction proceeding, defendant-lessor El Essene Y'Isroyal-Y'Israel appeals *pro se* from the circuit court's order granting plaintiff-lessee Housing Authority of Cook County (HACC) possession of a rental apartment unit leased by defendant located at 9535 West Franklin Avenue in Franklin Park. On appeal, defendant contends the evidence was insufficient to

establish that he breached the lease agreement, that HACC presented perjured testimony at trial, and that his trial counsel was ineffective for failing to request a trial by jury. Defendant also appears to allege several counterclaims including, *inter alia*, wrongful eviction, defamation, and unlawful withholding by HACC of his security deposit. We affirm.

¶ 3 Eviction proceedings were instituted against defendant by HACC on December 8, 2014, for breach of several provisions of the residential lease agreement between the parties, including the accompanying "Bedbug Addendum." The 15-count complaint alleged defendant unlawfully withheld possession of the premises from HACC and violated the lease agreement by, *inter alia*, failing to prepare his unit for and cooperate with HACC in order to rectify a bedbug infestation within defendant's unit, committing criminal offenses both on and off the property during his lease term, failing to comply with requests to sign a lease renewal agreement, and refusing to comply with HACC's requests to burn incense in his unit with the door closed as it exacerbated health conditions of his neighbors. HACC further alleged defendant breached the lease when he caused property damage to a separate unit on the property and refused to allow HACC entry to repair the damage and threatened and used abusive language towards two HACC employees. The complaint did not request a jury trial.

¶ 4 A trial call order entered January 5, 2015, required the parties to provide a witness list and discovery documents no later than January 9, 2015, for trial on January 20, 2015. The order indicated that the parties, along with their representative counsel, appeared before the court on this date. Following a bench trial on January 20, 2015, during which three witnesses testified for

HACC, the court entered an order granting HACC possession of defendant's rental unit. The order stayed enforcement of the judgment until February 3, 2015.

¶ 5 Defendant filed a *pro se* notice of appeal on January 30, 2015. He then filed a motion to amend his notice of appeal and requested additional time to file the record on appeal. This court granted defendant's request. This *pro se* appeal followed.

¶ 6 Initially, we address HACC's contention that defendant's brief is seriously deficient and fails to meet the requirements of Illinois Supreme Court Rule 341(h) (eff. Feb. 6, 2013). Among other errors, defendant's brief fails to develop a sufficient legal argument for this court to review and is entirely devoid of citation to the record or legal authority to support his claims. As such, it is within our discretion to immediately dismiss defendant's appeal. See *Voris v. Voris*, 2011 IL App (1st) 103814, ¶ 8; *Rosestone Investments, LLC v. Garner*, 2013 IL App (1st) 123422, ¶ 18. However, because the record is simple and we have the aid of an appellee's brief, we decline to dismiss the matter without first considering defendant's claims of error. *Twardowski v. Holiday Hospitality Franchising, Inc.*, 321 Ill. App. 3d 509, 511 (2001).

¶ 7 As previously stated, defendant alleges multiple errors occurred at the bench trial evicting him from the premises. However, we are unable to address defendant's claims of error on appeal without a sufficient record. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984). The record does not include a copy of the lease agreement or a transcript or appropriate substitute to enable this court to review the hearings or proceedings conducted in conjunction with this action. In the absence of a record, we must presume the court's orders conformed to the law and had a sufficient factual basis. *Id.*

¶ 8 Defendant's brief also alleges that the "Appellant-def.-cross-counter plaintiff's amicus brief shall serve as cross-counter plaintiff complaint." Defendant has waived any "counterclaims" on appeal not raised before the circuit court. *Chaitman v. Enm Co., Inc. (Economy Machine Products Division)*, 14 Ill. App. 3d 990, 992 (1973); *Village of Roselle v. Commonwealth Edison Co.*, 368 Ill. App. 3d 1097, 1109 (2006). To the extent that any of the alleged "counterclaims" were raised at trial, given the incompleteness of the record, we presume the trial court's ruling had a sufficient legal and factual basis. *Foutch*, 99 Ill. 2d at 392.

¶ 9 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 10 Affirmed.