

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
**COUNTY DEPARTMENT, LAW DIVISION**

FILED  
5/20/2025 3:54 PM  
Mariyana T. Spyropoulos  
CIRCUIT CLERK  
COOK COUNTY, IL  
2025L006564  
Calendar, I  
32790016

Anay Herrera, et al.

v.

33 Realty, LLC; Broadway & Cuyler, LLC, and Andrew Millard

No. 2025L006564

**CIVIL ACTION COVER SHEET - CASE INITIATION**

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. Only one (1) case type may be checked with this cover sheet.

Jury Demand  Yes  No

**PERSONAL INJURY/WRONGFUL DEATH**

CASE TYPES:

- 027 Motor Vehicle
- 040 Medical Malpractice
- 047 Asbestos
- 048 Dram Shop
- 049 Product Liability
- 051 Construction Injuries  
(including Structural Work Act, Road Construction Injuries Act and negligence)
- 052 Railroad/FELA
- 053 Pediatric Lead Exposure
- 061 Other Personal Injury/Wrongful Death
- 063 Intentional Tort
- 064 Miscellaneous Statutory Action  
(Please Specify Below\*\*)
- 065 Premises Liability
- 078 Fen-phen/Redux Litigation
- 199 Silicone Implant

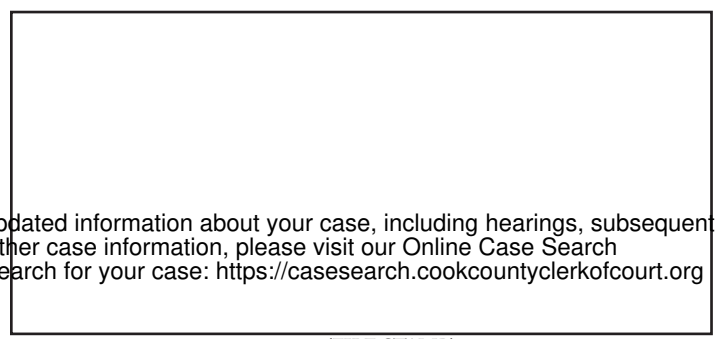
**TAX & MISCELLANEOUS REMEDIES**

CASE TYPES:

- 007 Confessions of Judgment
- 008 Replevin
- 009 Tax
- 015 Condemnation
- 017 Detinue
- 029 Unemployment Compensation
- 031 Foreign Transcript
- 036 Administrative Review Action
- 085 Petition to Register Foreign Judgment
- 099 All Other Extraordinary Remedies

By: Jacob Marshall & Ciara Taylor; Beyond Legal Aid  
(Attorney) (Pro Se)

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(FILE STAMP)

**COMMERCIAL LITIGATION**

CASE TYPES:

- 002 Breach of Contract
- 070 Professional Malpractice  
(other than legal or medical)
- 071 Fraud (other than legal or medical)
- 072 Consumer Fraud
- 073 Breach of Warranty
- 074 Statutory Action  
(Please specify below.\*\*)
- 075 Other Commercial Litigation  
(Please specify below.\*\*)
- 076 Retaliatory Discharge

**OTHER ACTIONS**

CASE TYPES:

- 062 Property Damage
- 066 Legal Malpractice
- 077 Libel/Slander
- 079 Petition for Qualified Orders
- 084 Petition to Issue Subpoena
- 100 Petition for Discovery

\*\* Chicago Residential Landlord Tenant Ordinance; Illinois Landlord Retaliation Act  
Fair Housing Act; Illinois Human Rights Act; 42 U.S.C. § 1981 & 1982

Primary Email: [REDACTED]

Secondary Email: [REDACTED]

Tertiary Email: [REDACTED]

**Pro Se Only:**  I have read and agree to the terms of the *Clerk's Office Electronic Notice Policy* and choose to opt in to electronic notice form the **Clerk's Office** for this case at this email address: \_\_\_\_\_

**Mariyana T. Spyropoulos, Clerk of the Circuit Court of Cook County, Illinois**

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
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Anay Herrera, Norberto Ramirez, )  
Gregorio Hernandez, Noemi Valencia Mandujano, )  
Lely Ocampo, Marcos Baena, Herminia Guardaz, )  
Nohelia Mateos, Cecilia Rivera, Dairyn Cardona, )  
Marina Pineda, Pedro Colim, Pedro Lucas, )  
Lorena Diaz, Ruben Lupercio, Francisco Espinoza, )  
Miguel Calderon, Fabiola Albarran, Antonia Flores, )  
Raul Nabor )

Plaintiffs, )

v. )

33 Realty, LLC, Broadway & Cuyler, LLC, )  
and Andrew Millard )

Defendants. )

2025L006564  
Case No. \_\_\_\_\_

Jury Demand, 12-Person

**PLAINTIFFS' COMPLAINT**

NOW COMES Plaintiffs, Anay Herrera, Norberto Ramirez, Gregorio Hernandez, Noemi Valencia Mandujano, Lely Ocampo, Marcos Baena, Herminia Guardaz, Nohelia Mateos, Cecilia Rivera, Dairyn Cardona, Marina Pineda, Pedro Colim, Pedro Lucas, Lorena Diza, Ruben Lupercio, Francisco Espinoza, Miguel Calderon, Fabiola Albarran, Antonia Flores, and Raul Nabor, by and through their attorneys at Beyond Legal Aid, and for their Complaint, state as follows:

**INTRODUCTION**

This action is brought by residents of two buildings located at 4031-4033 North Broadway/829-835 West Cuyler Avenue, Chicago, IL, 60613 (“South Building”) and 4049-4051 North Broadway/828-834 West Cuyler Avenue, Chicago, Illinois 60613 (“North Building”) (collectively, “the Buildings”), in Chicago’s Uptown neighborhood. The Buildings are home to mostly low-income Latino and Hispanic families, some having resided there for multiple decades. Some Plaintiffs have spent their entire lives in the Buildings.

Plaintiffs have long enjoyed affordable rental rates at the Buildings and access to Uptown's highly ranked schools, public transportation, the lakefront, and numerous other amenities. This is significant because Uptown's rapid gentrification in recent years has resulted in soaring rents that force out mostly non-white residents, replacing Uptown's historically diverse population with predominately white, higher-income residents.<sup>1</sup> As Uptown becomes more and more unaffordable to low-income residents, the Buildings provide an increasingly rare opportunity for Hispanic and Latino renters such as Plaintiffs to live on Chicago's amenity-rich north side.

This all changed for Plaintiffs when Defendant Broadway & Cuyler, LLC purchased the Buildings in January 2025, and handed over their management to Defendant 33 Realty, LLC. Both corporations are under the control of Defendant Andrew ("Drew") Millard. A month after acquiring the Buildings, Defendants gave all tenants a copy of the same 120-day Notice, which was not addressed to specific tenants or units and purported to end their tenancies as of June 25, 2025. Although the notices offered tenants a right of first refusal to return after renovations, the lack of detail or contractual commitment signaled to Plaintiffs that they were being displaced from their long-time homes so that Defendants could renovate and re-rent at higher rates. Because of the wide income disparity between Hispanic/Latino and white Chicagoans, the ultimate result of Defendants' plans for the Building, if allowed to proceed, will be the replacement of the Buildings' current, almost entirely working-class Hispanic/Latino tenant population for one much whiter and more affluent. Moreover, as Uptown continues to gentrify, Plaintiffs will likely be forced to relocate to neighborhoods with fewer amenities and worse schools.

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<sup>1</sup> E.g., Josh McGhee, *Uptown Losing Its Diversity as Minorities Leave in Droves*, DNAinfo (May 23, 2016), <https://www.dnainfo.com/chicago/20160523/uptown/uptown-losing-its-diversity-as-minorities-leave-droves-data-shows/> (explaining that, as of 2016: "The Hispanic population plunged by 45 percent, a loss of more than 5,700 people, while the Asian population fell by 35 percent, a loss of more than 2,900 residents. The African-American population dropped by 20 percent, or 2,630 people, according [to the DNAinfo analysis.](#)").

In addition to the prospect of displacement, Plaintiffs have suffered from extensive maintenance problems in both Buildings which pose serious health safety issues. These issues include a lack of smoke and carbon monoxide detectors in common areas and nearly all units, pests, mold, crumbling walls and floors, leaking and unreliable plumbing, unreliable heat, exterior doors that do not properly lock, broken mailboxes and more. Upon their purchase of the buildings, Defendants inherited responsibility for this maintenance. Despite acknowledging the problems in their 120-day Notice, Defendants have not only failed in their responsibility as landlords to maintain Plaintiffs' units but have used the problems as a pretext for displacing Plaintiffs.

On March 6, 2025, Plaintiffs formed Fuerzas Inquilinos de Broadway y Cuyler ("FIBC"), a voluntary, unincorporated tenants association formed to advance the interests of all residents of the Buildings. FIBC contacted Defendants to ask that they address the maintenance issues in the Buildings and allow Plaintiffs to stay in their long-time homes, but Defendants have refused to engage in a good-faith conversation with FIBC. In fact, Defendants have retaliated against Plaintiffs by continuing to defer maintenance, even exacerbating the problem by removing the Buildings' dumpsters for a time, failing to timely fix a hot water outage, and removing the doorknob on the front of the South Building. Moreover, Defendants have threatened to illegally lock out Plaintiffs by shutting off their electricity and have actually locked them out by changing the Buildings' exterior door locks without providing new keys to tenants.

Plaintiffs seek declaratory relief, injunctive relief, and monetary damages under multiple local, state, and federal statutes and Illinois common law.

### **PARTIES**

1. Plaintiff Anay Herrera ("Herrera") is a tenant residing at 4049 North Broadway, 2nd Floor, Chicago, Illinois 60613.

2. Plaintiff Norberto Ramirez (“Ramirez”) is a tenant residing at 4031 North Broadway, 3rd Floor, Chicago, Illinois 60613.
3. Plaintiff Gregorio Hernandez (“Hernandez”) is a tenant residing at 4031 North Broadway, 3rd Floor, Chicago, Illinois 60613.
4. Plaintiff Noemi Valencia Mandujano (“Mandujano”) is a tenant residing at 4033 North Broadway, 2nd Floor, Chicago, Illinois 60613.
5. Plaintiff Lely Ocampo (“Ocampo”) is a tenant residing at 4049 North Broadway, 1st Floor, Chicago, Illinois 60613.
6. Plaintiff Marcos Baena (“Baena”) is a tenant residing at 4049 North Broadway, 1st Floor, Chicago, Illinois 60613.
7. Plaintiff Herminia Gaurdaz (“Guardaz”) is a tenant residing at 4049 North Broadway, 2nd Floor, Chicago, Illinois 60613.
8. Plaintiff Nohelia Mateos (“Mateos”) is a tenant residing at 4049 North Broadway, 3rd Floor, Chicago, Illinois 60613.
9. Plaintiff Cecilia Rivera (“Rivera”) is a tenant residing at 4051 North Broadway, 1st Floor, Chicago, Illinois 60613.
10. Plaintiff Dairyn Cordona (“Cordona”) is a tenant residing at 4051 North Broadway, 2nd Floor, Chicago, Illinois 60613.
11. Plaintiff Marina Pineda (“Pineda”) is a tenant residing at 828 West Cuyler, 1st Floor, Chicago, Illinois 60613.
12. Plaintiff Pedro Colim (“Colim”) is a tenant residing at 829 West Cuyler, 1st Floor, Chicago, Illinois 60613.

13. Plaintiff Pedro Lucas (“Lucas”) is a tenant residing at 829 West Cuyler, 3rd Floor, Chicago, Illinois 60613.
14. Plaintiff Lorena Diaz (“Diaz”) is a tenant residing at 831 West Cuyler, 1st Floor, Chicago, Illinois 60613.
15. Plaintiff Ruben Lupercio (“Lupercio”) is a tenant residing at 831 West Cuyler, 2nd Floor, Chicago, Illinois 60613.
16. Plaintiff Francisco Espinoza (“Espinoza”) is a tenant residing at 832 West Cuyler, 1st Floor, Chicago, Illinois 60613.
17. Plaintiff Miguel Calderon (“Calderon”) is a tenant residing at 832 West Cuyler, 2nd Floor, Chicago, Illinois 60613.
18. Plaintiff Fabiola Albarran (“Albarran”) is a tenant residing at 833 West Cuyler, 3rd Floor, Chicago, Illinois 60613.
19. Plaintiff Antonia Flores (“Flores”) is a tenant residing at 834 West Cuyler, 1st Floor, Chicago, Illinois 60613.
20. Plaintiff Raul Nabor (“Nabor”) is a tenant residing at 834 West Cuyler, 2nd Floor, Chicago, Illinois 60613.
21. Defendant 33 Realty, LLC (“33 Realty”) is the property manager of the Buildings and is a limited liability company registered under the laws of the State of Illinois with headquarters at 357 West Chicago Avenue, Chicago, IL 60654.
22. Defendant Broadway & Cuyler, LLC owns the Buildings and is a limited liability company registered under the laws of the State of Illinois with headquarters at 357 West Chicago Avenue, Chicago, IL 60654.

23. Defendant Andrew Millard (“Millard”) is the manager of Broadway & Cuyler, LLC and the founder and principal of 33 Realty, LLC, and, by information and belief, is personally responsible for 33 Realty’s management decisions.

**JURISDICTION AND VENUE**

24. This Court is vested with jurisdiction over this matter and the parties, as all of the parties reside in Illinois, have conducted business in Illinois, and/or have their principal place of business in Illinois.

25. Venue is proper in this court pursuant to 735 ILCS 5/2-101 as all parties reside in or have conducted business within Cook County, Illinois and at all relevant times the transactions and occurrences giving rise to this Complaint took place within Cook County, Illinois.

26. All parties who have or could claim any interest in this matter in controversy or would be affected by any declaration made by this court have been made a party to this proceeding.

27. An actual controversy exists between the parties to this proceeding.

**FACTUAL BACKGROUND**

*The Buildings, the Tenants, and their Neighborhood*

28. The Buildings at the heart of this complaint are located at 4031-4033 North Broadway/829-835 West Cuyler Avenue, Chicago, Illinois 60613 (“South Building”) and 4049-4051 North Broadway/828-834 West Cuyler Avenue, Chicago, Illinois 60613 (“North Building”) in Chicago’s Uptown neighborhood.

29. The Buildings each contain more than six units and are not owner-occupied.

30. The Buildings are thus subject to the terms and provisions of the City of Chicago Municipal Code Title 5, Chapter 12, “Residential Landlord and Tenant Ordinance” (“RLTO”).

31. The Buildings are predominantly occupied by low-income, Latino or Hispanic tenants.

32. All tenants in the Buildings, including Plaintiffs, occupy their units through unwritten month-to-month rental agreements with Defendants.
33. All Plaintiffs have occupied their units for over three years; in fact, some Plaintiffs have resided for decades, or even their entire lives, in the Buildings. For example:
- a) Plaintiff Marcos Bahena has lived in the Building for 40 years,
  - b) Plaintiff Lorena Diaz has lived in the Building for 34 years and three generations of her family have lived in their unit;
  - c) Plaintiff Noelia Mateos has lived in the Building for 30 years;
  - d) Plaintiff Marina Pineda has lived in the Building for 23 years;
  - e) Plaintiff Cecilia Rivera has lived in the Buildings for 18 years.
34. The Buildings are located at the south end of Chicago's Uptown neighborhood, an area often called Buena Park. The area offers residents easy access to public transportation, the lakefront, good schools, parks, and other amenities.<sup>2</sup>
35. The Latino or Hispanic population of Uptown comprises around 14.1 percent of the neighborhood's total population.<sup>3</sup>
36. Citywide, the median income for Latino or Hispanic households is \$52,730, compared to \$79,865 for white, non-Hispanic households.<sup>4</sup>

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<sup>2</sup> Buena Park Neighbors, *Welcome to Buena Park*, <https://buenaparkneighbors.org/why-buena-park/> (last visited May 18, 2025).

<sup>3</sup> Chicago Metropolitan Agency for Planning, *Uptown: Community Data Snapshot (2024)*, available at [https://www.cmap.illinois.gov/wp-content/uploads/dlm\\_uploads/Uptown.pdf](https://www.cmap.illinois.gov/wp-content/uploads/dlm_uploads/Uptown.pdf).

<sup>4</sup> Chicago Metropolitan Agency for Planning, *Median Household Income by Race and Ethnicity*, <https://cmap.illinois.gov/regional-plan/resources/indicators/median-household-income-by-race-and-ethnicity/> (last visited May 8, 2025).

37. Over the last 20 years, the Uptown neighborhood has undergone rapid gentrification causing major cultural and demographic changes,<sup>5</sup> along with changes in its housing market.<sup>6</sup>
38. Displacement of poor, non-white populations in Uptown is a longstanding issue that has accelerated during the modern wave of gentrification.<sup>7</sup> Uptown’s white population grew 10 percent between 2000 and 2020, and the middle class has been diminishing for decades, replaced by high-income households.<sup>8</sup> Most of the private housing supply is now occupied by high-income residents, while the poor and working people now live primarily in government-subsidized apartments.<sup>9</sup>
39. As the Plaintiffs’ neighborhood becomes less affordable, the Buildings have served as “naturally occurring affordable housing” (“NOAH”), a term used to describe housing that supports affordable rents without public subsidies. NOAH units provide affordable housing to “the vast majority of lower-income renter households” such as Plaintiffs.<sup>10</sup>
40. Despite its importance to low-income households, NOAH stock is declining rapidly in Chicago and nationwide, “particularly in high-cost neighborhoods,” due to its “conversion to more expensive housing types.”<sup>11</sup>

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<sup>5</sup> Edward McClelland, *The Upscaling of Uptown*, Chicago Magazine (February 15, 2022), <https://www.chicagomag.com/city-life/the-upscaling-of-uptown/>.

<sup>6</sup> Joe Ward, *Fighting Displacement in Uptown Has Gone On For 200 Years. A New Project Tells The Story Of Those Who’ve Been Pushed Out*, Block Club Chi. (July 6, 2021), <https://blockclubchicago.org/2021/07/06/uptown-displacement-200-years-uic-gayatri-reddy-anna-guevarra/>.

<sup>7</sup> *Id.*

<sup>8</sup> Joe Ward, *Retiring Ald. James Cappleman Defends Uptown Development Boom, Pledges to Stay in Neighborhood*, Block Club Chi. (May 10, 2023), <https://blockclubchicago.org/2023/05/10/retiring-ald-james-cappleman-defends-uptown-development-boom-pledges-to-stay-in-neighborhood/>.

<sup>9</sup> Uptown People’s Law Center, <https://www.uplcchicago.org/who-we-are/news-events/our-blog/overview.html/article/2016/06/24/gentrification-in-uptown> (last visited May 8, 2025).

<sup>10</sup> Institute for Housing Studies at DePaul University, *The Preservation Lab Releases New Resources to Support NOAH Preservation Strategies* (September 22, 2021), <https://www.housingstudies.org/releases/preservation-lab-noah/>.

<sup>11</sup> *Id.*

41. Because of increased gentrification and the loss of affordable housing in Uptown, Plaintiffs will most likely not be able to remain in the neighborhood if displaced from the Buildings. *Defendants' Purchase of the Buildings, their 120-day Notice, and Plaintiffs' Formation of FIBC*
42. Defendant Broadway & Cuyler, LLC, purchased the Buildings from its previous owners on January 6, 2025.
43. Upon Defendant Broadway & Cuyler, LLC's purchase of the Buildings, Defendant 33 Realty, LLC took over management of the Buildings.
44. Defendant 33 Realty, LLC manages the Buildings under the direction and control of Defendant Millard.
45. On February 25, 2025, Defendant 33 Realty LLC served to Plaintiffs a letter titled "120-day Notice to Vacate" purporting to end their tenancies as of June 25, 2025. Exhibit A (Defendants' 120-Day Notices as Served to South Building).
46. Each of the 120-day Notices served to Plaintiffs were addressed to "Tenant," not individual tenants' names, and listed the Buildings' address ranges rather than specific addresses and unit numbers. Ex. A.
47. Some notices listed the incorrect address ranges; for instance, listing the South Building addresses on notices delivered to tenants in the North Building.
48. Besides the variation in address range, the 120-day Notices served to Plaintiffs were identical.
49. The 120-day Notices informed tenants that their "move-out date is set for June 25, 2025," which, if enforced, would end their tenancies in the middle of a rental period. Ex. A.
50. The 120-day Notices do not specify that their June 2025 rents will be abated to account for the June 25 "move-out date," such that Plaintiffs can only assume that they will be required

to pay full rent for June 2025 but not receive in consideration a full month's possession of their units. Ex. A.

51. The 120-day Notices offered to Plaintiffs a "right of first refusal" to return to the Buildings after Defendants finished renovating but included no details as to how long the renovations would take, the scope of the renovations, nor the rental rate that would be offered to tenants upon return. Ex. A.
52. Without details about the timeline of Defendants' renovation plans and a contractual commitment to a specific future rental rate, Defendants' promised "right of first refusal" is functionally useless to Plaintiffs.
53. Defendants' enforcement of its 120-day Notice, if allowed, will result in the permanent displacement of most, if not all, of Plaintiffs from the Building.
54. Defendants' 120-day Notice admits that there are "significant safety violations and extensive deferred maintenance that have resulted in unsafe living conditions" in the building. Ex. A.
55. The 120-day Notice also claims that "it is necessary to work within an empty building" to address the maintenance issues in the building but provided no justification for this claim, nor have Defendants provided any since service of the notices. Ex. A.
56. Most of the maintenance issues in the Buildings can be fixed without displacing residents.
57. It is not necessary to vacate the Buildings entirely in order to adequately address the maintenance issues.
58. Upon information and belief, Defendants' assertion that the Buildings must be entirely vacant in order to address maintenance issues is a pretext for displacing the Buildings'

almost entirely low-income Latino and Hispanic population in order to renovate the building and re-rent the units at higher rental rates.

59. On March 6, 2025, Plaintiffs formed FIBC, a voluntary, unincorporated tenants association formed to advance the interests of all residents of the Buildings.
60. On March 10, 2025, Plaintiffs delivered to Defendant 33 Realty, LLC a letter announcing the formation of their tenant association and requesting that Defendants allow them to remain in their homes and address maintenance issues. Exhibit B (March 10, 2025 FIBC Demand Letter).
61. Since Plaintiffs announced the formation of FIBC, Defendants have refused to negotiate with FIBC around their requests.

*Severe Maintenance Issues at the Buildings*

62. The Buildings have a long history of Chicago Building Code Violations, and current conditions in many of the Buildings' individual apartment units and common areas are substandard and pose health and safety risks to occupants.
63. Specifically, in the last ten years the South Building has been cited for four building code violations and the North Building has been cited for five building code violations, and both Buildings have been the subject of legal and administrative actions by the City of Chicago. Exhibit C (Chicago Department of Buildings Inspection Records for the Buildings).
64. Since Defendants' acquisition of the Buildings, Plaintiffs have continued to suffer from substandard and unsafe conditions, although Defendants have had ample time to fix these conditions, which include, but are not limited to:
- a. Black mold
  - b. Rats and mice in units and common areas
  - c. Cockroaches in units and common areas
  - d. Lack of smoke detectors in nearly all units and common areas

- e. Lack of carbon monoxide detectors in nearly all units and common areas
- f. Leaking and broken radiators
- g. Leaking and broken sinks in kitchens and bathrooms
- h. Broken showers
- i. Damaged walls
- j. Damaged flooring
- k. Damaged and cracked ceilings
- l. Broken windows
- m. Broken front door lock of the building entrance
- n. Broken mailboxes
- o. Inadequate garbage area
- p. Inadequate and inconsistent lighting in stairwells, hallways, and other common areas

Exhibit D (Photos of Building and Unit Conditions).

65. Additionally, on March 31, 2025, dumpsters were removed from both Buildings such that tenants had no place to dispose of their trash.
66. The dumpster for the South Building was not replaced until about a week later and the dumpster for the North Building was not replaced until about two weeks later; in the meantime, trash was allowed to pile up next to the building, creating a health and safety hazard and attracting vermin. Exhibit E (Photos of Trash Buildup Caused by Lack of Dumpsters).
67. On April 15, 2025, hot water service ceased for all units in the South Building.
68. When Plaintiff Colim asked Victor (last name unknown), an agent of 33 Realty, about the hot water issue later that day, Victor responded that he was aware of the issue but that he had not planned to address the problem until someone complained.
69. Hot water service was not restored to the South Building until April 17, 2025, leaving all South Building tenants without an essential service for over 48 hours.
70. Outside of returning dumpsters to the Buildings and fixing the South Building's hot water, Defendants have performed no repairs on the Buildings.

71. Defendants admitted in their 120-day Notice that there are “significant safety violations and extensive deferred maintenance that have resulted in unsafe living conditions” in the Buildings. Ex. A.
72. Defendants have failed to make basic repairs to address safety concerns while Plaintiffs still lawfully occupy their units. For example, Defendants have failed to install smoke and carbon monoxide detectors.
73. On or about March 29, 2025, FIBC members, including Plaintiffs, voted to withhold rent for the month of April to account for the reduced value of their units caused by the maintenance issues and to protest Defendants’ refusal to negotiate with them. FIBC publicized their decision in an April 1, 2025, press release published on its Instagram page. Exhibit F (Screenshot of April 1, 2025 Instagram Post Including Rent Strike Announcement Press Release).

*Defendants’ Continued Attempts to Displace Plaintiffs*

74. Instead of acting to improve living conditions in the Buildings, on April 24, 2025, Defendants, under the guise of performing unit inspections, served many Plaintiffs with 5 days’ notices threatening to evict them due to allegedly unpaid rent.
75. Many of these notices did not correctly name the served Plaintiff.
76. Upon information and belief, on or about April 15th, 2025, Brian (last name unknown), who held himself out as an agent of Defendant 33 Realty LLC, told a tenant that if Plaintiffs did not move by the expiration of their termination of tenancy notices, the “owner can get rude and turn off the lights.”
77. On or about May 8, 2025, the front doorknob of the South Building was removed. Ex. D at 13.

78. Simultaneously, notices went up in both buildings and some Plaintiffs began receiving texts, stating that Defendant 33 Realty would be changing the locks on both buildings and that all tenants would be required to come to the 33 Realty office at 357 West Chicago Avenue, Chicago, IL 60654, during business hours in a two-day window to receive new keys, but that only leaseholders would be given a key. Exhibit G (Screenshot of May 8, 2025, Text Message Sent to Plaintiff Anay Herrera, and English translation).
79. Because Plaintiffs do not have written leases, they interpreted Defendants' condition that only leaseholders would be given new keys to mean that none of them would be eligible to receive a new key.
80. Defendants' conditions for distributing new keys therefore functionally threatened to illegally lock Plaintiffs out of their homes.
81. Traveling to Defendant 33 Realty's office – over four miles from the Buildings – during business hours is burdensome for Plaintiffs.
82. The doorknob has remained off of the South Building, endangering the safety of the Plaintiffs.
83. On May 19, 2025, Defendants changed the locks on all front exterior doors for both Buildings.
84. Defendants did not provide keys for the new locks to Plaintiffs.
85. Plaintiffs therefore have no way to access the Buildings' front exterior doors.
86. Plaintiffs called 911 to report Defendants' lockout and filed a civil police report with the Chicago Police Department, report # JJ260999. Exhibit H (Photo of the May 19, 2025, police report).

87. Defendants’ attempts to displace Plaintiffs have caused Plaintiffs severe stress and anxiety, with specific manifestations including, but not limited to:

- a. Trouble sleeping reported by most Plaintiffs;
- b. Physical symptoms such as feeling sick and weak; for example, Plaintiff Lorena Diaz reports feelings of sickness and weakness comparable to anemia;
- c. Negative effects on Plaintiffs’ children’s school performance; for example, Plaintiff Cecilia Rivera’s 16-year-old son fears coming home from school to find himself locked out of his home, causing him to lose sleep, experience headaches, and fall behind on his schoolwork;
- d. Symptoms of trauma in Plaintiffs’ children; for example, Plaintiff Anay Herrera’s 8-year-old daughter has exhibited increased stress levels and gets excessively nervous whenever she hears a knock at the door, fearing she is about to be removed from her home.

88. As a result of Defendants’ actions, Plaintiffs have suffered damages, including, but not limited to, economic damage, mental anguish, and other specific damages.

**LEGAL CLAIMS**

**COUNT I**

**DECLARATORY AND INJUNCTIVE RELIEF FOR INVALID 120-DAY  
TERMINATION OF TENANCY NOTICES**

89. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

90. Pursuant to the RLTO, for a tenancy greater than three years a landlord must provide a tenant notice of their intent to terminate the tenancy “in writing at least 120 days prior to the stated termination date.” Chi. Mun. Code § 5-12-130(j)(3).

91. Defendants served to Plaintiffs a 120-day termination of tenancy notice on February 25, 2025, which purported to terminate their tenancies as of June 25, 2025.
92. However, the notices were addressed only to “Tenant,” not any specific tenants, and referenced only the general address ranges for each wing in the Buildings, not specific unit numbers.
93. The notices therefore did not provide proper, individualized notice to Plaintiffs that Defendants intended to terminate their tenancies as of June 25, 2025.
94. Further, because Plaintiffs occupy their units through periodic rental agreements under which they pay a full-month’s rent at the beginning of each month, Defendant’s 120-day Notices purport to cut short Plaintiffs’ tenancies five days short of a full rental period without offering to abate their rental rate for that month.
95. This means that if Defendants are allowed to enforce their 120-day Notices, they would be denying Plaintiffs full consideration for their June rent payments.
96. Therefore, Defendants’ 120-day Notices are invalid and do not serve as proper notice under the RLTO because they do not properly alert individual tenants or units of the termination of their tenancies and they purport to terminate the tenancies in the middle of a rental period.
97. Plaintiffs are entitled to a judgment declaring that Defendants’ 120-day Notices are unenforceable and an injunction enjoining Defendants from filing evictions against Plaintiffs based on the 120-day Notices.

**COUNT II**  
**FAILURE TO MAINTAIN IN VIOLATION OF RLTO §§ 5-12-070 and 5-12-110**

98. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

99. Section 5-12-070 of the RLTO states that “[t]he landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.” Chi. Mun. Code § 5-12-070.
100. Section 5-12-110 of the RLTO delineates the specific obligations of a landlord under Section 5-12-070.
101. As a result of poor maintenance and upkeep, the Buildings and Plaintiffs’ individual units are in such a condition as to threaten Plaintiffs’ health and safety in violation of Sections 5-12-070 and 5-12-110 of the RLTO.
102. Plaintiffs suffer from maintenance issues in their units including rodents and insect infestations, black mold, a lack of smoke and carbon monoxide detectors, leaky and broken radiators, leaking plumbing fixtures, and damaged walls, flooring, ceilings, and windows.
103. Plaintiffs suffer from maintenance issues in the Buildings’ common areas, including nonlocking front doors, an absence of smoke and carbon monoxide detectors, and broken mailboxes.
104. Upon their purchase of and assumption of management duties over the Buildings, Defendants took on an obligation to maintain the Buildings and Plaintiffs’ units in compliance with the RLTO.
105. Information about the Buildings’ history of frequent building code violations, including multiple administrative and legal enforcement actions by the City of Chicago, is publicly available, putting Defendants on constructive notice that the Buildings required extensive maintenance as of the time they acquired the properties.

106. Upon information and belief, Defendants and their agents or employees also had actual knowledge of these maintenance problems and willfully concealed their existence from the Plaintiffs.

107. Defendants admitted in their 120-day Notice that the Buildings have severe maintenance issues which pose a safety hazard to tenants. Ex. A.

108. Defendants have failed to make necessary repairs to address any of these defects and have failed to maintain the Buildings and Plaintiffs' units in a fit and habitable condition, in violation of the Chicago Residential Landlord Tenant Ordinance.

109. As a result of Defendants' failure to maintain the Buildings and Plaintiffs' units, Plaintiffs have suffered health problems, emotional distress, and monetary damages through the reduction in value of their apartments.

110. Pursuant to Section 5-12-110(e) of the RLTO, Plaintiffs are entitled to injunctive relief enjoining Defendants to address the maintenance issues in the Buildings in material compliance with Section 5-12-070 of the RLTO.

111. Pursuant to Section 5-12-110(d), (e) and (f), Plaintiffs are entitled to monetary damages compensating them for health problems, emotional distress, and the reduction in value of their units from the time Defendants purchased the buildings through present caused by Defendants' failure to maintain the Buildings and Plaintiffs' units, plus attorney's fees.

**COUNT III**  
**BREACH OF WARRANTY OF HABITABILITY**

112. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

113. A landlord of residential property impliedly warrants that the residence is habitable. *Jack Spring, Inc. v Little*, 50 Ill. 2d 351, 366 (1972).

114. The warranty of habitability requires that the residence be free from latent defects in facilities that are “vital to the use of the dwelling for residential purposes and vital to the life, health, and safety of the tenant,” both at the inception of the lease and throughout its term. *Glaoe v. Trinkle*, 107 Ill. 2d 1, 13 (1985).
115. If the residence is located in a community that has adopted a building code, substantial compliance with that code satisfies the landlord's duties. *Jack Spring, Inc.*, 50 Ill. 2d at 366.
116. As a result of poor maintenance and upkeep, the Buildings and Plaintiffs’ individual units are in such a condition as to threaten Plaintiffs’ health and safety in violation of the implied warranty of habitability.
117. Plaintiffs suffer from maintenance issues in their units including rodents and insect infestations, black mold, a lack of smoke and carbon monoxide detectors, leaky and broken radiators, leaking plumbing fixtures, and damaged walls, flooring, ceilings, and windows.
118. Plaintiffs suffer from maintenance issues in the Buildings’ common areas, including nonlocking front doors, an absence of smoke and carbon monoxide detectors, and broken mailboxes.
119. Upon their purchase of and assumption of management duties over the Buildings, Defendants took on an obligation to maintain the Buildings and Plaintiff’s units in compliance with the implied warranty of habitability.
120. Information about the Buildings’ frequent building code violations, including multiple administrative and legal enforcement actions by the City of Chicago, is publicly available, putting Defendants on constructive notice that the Buildings required extensive maintenance as of the time they acquired the properties.

121. Upon information and belief, Defendants and its agents or employees also had actual knowledge of these maintenance problems, and willfully concealed their existence from the Plaintiffs.
122. Defendants admitted in their 120-day Notice that the Buildings have severe maintenance issues which pose a safety hazard to tenants. Ex. A.
123. Upon information and belief, the Buildings would be subject to myriad building code violations, should building inspectors inspect the Buildings and Plaintiff units.
124. Defendants have failed to make necessary repairs to address any of these defects and have failed to maintain the Buildings and Plaintiffs' units in a fit and habitable condition, in violation of the Chicago Residential Landlord Tenant Ordinance.
125. As a result of Defendants' failure to maintain the Buildings and Plaintiffs' units, Plaintiffs have suffered health problems, emotional distress, and monetary damages through the reduction in value of their apartments.
126. Plaintiffs are entitled to monetary damages compensating them for health problems, emotional distress, and the reduction in value of their units from the time Defendants purchased the buildings through present, caused by Defendants' failure to maintain the Buildings and Plaintiffs' units.

**COUNT IV**  
**ILLEGAL LOCKOUTS IN VIOLATION OF RLTO § 5-12-160**

127. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.
128. Under the RLTO, it is unlawful for a landlord or their agents to “threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law . . . by interfering with the services to [the tenant’s] unit; including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service.” Chi. Mun. Code § 5-12-160.

129. Defendants violated RLTO § 5–12–160 when Brian, who identified himself as agent of 33 Realty, threatened to cut off Plaintiffs’ electricity if they did not vacate their apartments on June 25, 2025.

130. Upon information and belief, Brian was acting within the scope of his employment by Defendants when he made his threat.

131. Defendants also violated RLTO § 5–12–160 when Victor, acting on behalf of 33 Realty, intentionally failed to fix the South Building’s hot water heater in a timely manner despite knowing of the problem, leaving South Building tenants without hot water for over 48 hours.

132. Upon information and belief, Victor was acting within the scope of his employment by Defendants when he intentionally failed to fix the South Building’s essential services in a timely manner.

133. Defendants also violated RLTO § 5–12–160 when they informed Plaintiffs that the Buildings’ front locks would be changed, set impossible standards for obtaining new keys, and then actually changed the locks without providing keys to tenants.

- a. Defendants’ threats to not give new keys to non-leaseholders, where Plaintiffs do not have written leases, is functionally threatening to illegally lock Plaintiffs out of their homes.
- b. Defendants’ requirement that Plaintiffs travel over four miles during business hours to get new keys is unreasonably and unnecessarily burdensome.
- c. Defendants willfully changed the Buildings’ exterior locks without ensuring that every tenant had a new key.

134. Pursuant to RLTO § 5–12–160, Plaintiffs are entitled to monetary damages equal to the greater of two months’ rent or twice the actual damages suffered, for each of Plaintiffs’ two violations of the RLTO, plus attorney’s fees.

**COUNT V**  
**BREACH OF IMPLIED COVENANT OF QUIET ENJOYMENT**

135. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

136. A covenant of quiet enjoyment is implied in all residential rental agreements, including the unwritten rental agreements between Plaintiffs and Defendants.

137. Harassment and other conduct by a landlord tending to make occupancy of the rented dwelling unit inhospitable may constitute breach of the covenant of quiet enjoyment.

138. Defendants have engaged in, authorized, and failed to prevent conduct tending to interfere with Plaintiffs’ right to quiet enjoyment of the Building, including, but not limited to:

- a. Removing the doorknob from the front of South Building;
- b. Threatening to change the Buildings’ exterior locks and implying that no tenants would be able to obtain new keys;
- c. Actually changing the Buildings’ exterior locks without providing Plaintiffs with new keys;
- d. Threatening to cut off their electricity;
- e. Intentionally failing to restore an essential service, namely, hot water, in a timely manner; and
- f. Failing to materially comply with maintenance requirements under the RLTO and the Chicago Building Code.

139. The proper measure of damages for breach of the covenant of quiet enjoyment is the difference between the rental amount the tenant agreed to pay and the actual fair market

value of the premises as delivered, together with any special damages directly and necessarily caused by Defendants' wrongful conduct.

140. Plaintiffs are entitled to monetary damages and a reduction of the rental value of their unit caused by Defendants' breach of the implied covenant of quiet enjoyment, including a refund to Plaintiffs in the amount of rent paid for any period beginning or subsequent to January 2025.

**COUNT VI**  
**VIOLATION OF THE ILLINOIS LANDLORD RETALIATION ACT AND RLTO § 5-12-150 PROHIBITIONS AGAINST LANDLORD RETALIATION**

141. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

142. The Illinois Landlord Retaliation Act (hereafter the "ILRA"), prohibits a landlord from knowingly terminating a tenancy, increasing rent, decreasing services, bringing or threatening to bring a lawsuit against a tenant for possession, or refusing to renew a lease because the tenant in good faith took certain actions, including but not limited to:

- a. Complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the new media; or
- b. Sought the assistance of a community organization or the new media to remedy a code violation or illegal landlord practice; or
- c. Requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement; or
- d. Becomes a member of a tenant's union or similar organization; or
- e. Exercised any right or remedy provided by law.

765 ILCS 721/5.

143. Similarly, under the RLTO a landlord is prohibited from terminating or refusing to renew a tenancy, increasing rent, decreasing services, or bringing an eviction action against a tenant because the tenant has in good faith:

- a. Complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or new media; or
- b. Sought the assistance of a community organization or the new media to remedy a code violation or illegal landlord practice; or
- c. Requested the landlord to make repairs to the premises as required by a building code, health ordinance, other regulation, or rental agreement; or
- d. Becomes a member of a tenant's union or similar organization

Chi. Mun. Code § 5-12-150.

144. Under both the ILRA and the RLTO, if there is evidence that a landlord's prohibited conduct was taken within one year of the tenant's protected conduct, that evidence creates a rebuttable presumption that the landlord's conduct was retaliatory. 765 ILCS 721/20; Chi. Mun. Code § 5-12-150.

145. On March 6, 2025, Plaintiffs formed FIBC, a tenants' association intended to represent the interests of tenants in the Buildings.

146. On March 10, 2025, Plaintiffs informed Defendants that they had formed FIBC and requested that they address the maintenance issues in the Buildings. Ex. B.

147. On April 1, 2025, FIBC published a press release on its Instagram account announcing its formation and its approval of a rent strike. Ex. F.

148. Subsequently, Defendants continue to allow Plaintiffs' units to degrade and failed to ameliorate defective conditions in the Buildings, threatening Plaintiffs' health, and safety every day the conditions continue to exist.
149. Rather than respond to FIBC's demands and negotiate with Plaintiffs in good faith, Defendants served them with 5-day notices purporting to terminate their tenancies in units they have lived in across multiple generations.
150. Defendants went so far as to threaten the Plaintiffs with an illegal lockout when their agent threatened on or about April 15, 2025, to have the Buildings' electricity turned off if Plaintiffs did not vacate by June 25, 2025.
151. Defendants continued their threats of an illegal lockout when they informed Plaintiffs on or about May 8, 2025 that they were changing the Buildings' exterior locks and non-leaseholders would not be permitted to obtain new keys.
152. Defendants illegally locked out Plaintiffs by changing the Buildings' exterior locks on May 19, 2025, without providing Plaintiffs with new keys.
153. In doing so, the Defendant retaliated against Plaintiffs in violation of the RLTO and the ILRA by decreasing services, threatening a lockout, actually locking them out, and attempting to end their tenancies in response to Plaintiffs' protected conduct.
154. Defendants' retaliatory conduct was taken less than a year after Plaintiffs engaged in protected actions such as complaining to Defendants about maintenance issues, forming a tenant's union, and contacting news media about their demands.
155. Pursuant to the RLTO and ILRA, Plaintiffs are entitled to possession of their units and monetary damages equal to the greater of two months' rent or twice the actual damages sustained, plus attorneys' fees.

**COUNT VII**  
**RACIAL DISCRIMINATION (DISPARATE IMPACT) IN THE RENTAL OF A DWELLING IN VIOLATION OF THE FAIR HOUSING ACT, 42 U.S.C. § 3604 AND THE ILLINOIS HUMAN RIGHTS ACT, 775 ILCS 5/3-102**

156. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

157. The Fair Housing Act (“FHA”) prohibits the following conduct because of a person’s race:

- a. “To refuse to sell or rent. . . or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny” a dwelling, 42 U.S.C. § 3604(a); and
- b. “To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith.” 42 U.S.C. § 3604(b).

158. Practices that have a disparate impact because of a person’s race violate the FHA. *Texas Dep’t of Hous. & Cmty. Affs. v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015).

159. The Illinois Human Rights Act (“IHRA”) prohibits an “owner or any other person” from engaging in the following conduct because of a person’s race:

- a. “Refuse to engage in a real estate transaction or deny real property, or to discriminate in making available such a transaction,” 775 ILCS 5/3-102(A);
- b. “Alter the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith,” 775 ILCS 5/3-102(B);  
and
- c. “Refuse to negotiate a real estate transaction with a person.” 775 ILCS 5/3-102(C).

160. Under the IHRA, discrimination “because of” race includes both claims of disparate treatment and disparate impact. See, e.g., *McQueen v. City of Chicago*, 09 C 2048, 2014 WL 1715439, at \*4 (N.D. Ill. Apr. 30, 2014).

161. Plaintiffs are Hispanic/Latino, a minority population in Chicago, especially in their Uptown neighborhood, which becomes more homogeneous each year, both in terms of race as well as income levels.

162. Defendants have engaged in a pattern of discrimination toward Plaintiffs on the basis of their race by serving them with notices of termination of tenancy despite being long term tenants in good standing.

163. Defendants intend to remove Plaintiffs, all of whom are working-class and Hispanic/Latino, from their homes in order to renovate their units and re-rent them at a higher rental rate which will be affordable to mostly white prospective tenants.

164. Defendants' plan will have a disparate discriminatory impact on Plaintiffs, who are entirely Hispanic and Latino, by replacing them with mostly white tenants.

165. If displaced from the Buildings, Plaintiffs will likely be forced to move to neighborhoods with fewer amenities, worse schools, and other negative qualities.

166. Defendants have also discriminated against Plaintiffs by allowing their Units to fall into significant disrepair.

167. Defendants have also discriminated against Plaintiffs by threatening to cut off their electricity if they do not vacate by the expiration of Defendants' 120-day Notice.

168. By the actions set forth herein, Defendants have:

- a. Discriminated through disparate impact in the rental of, or otherwise making unavailable or denying, a dwelling because of race, in violation of 42 U.S.C. § 3604(a) and 775 ILCS 5/3-102(A).
- b. Discriminated through disparate impact in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection

therewith, on the basis of race, in violation of 42 U.S.C. § 3604(b) and 775 ILCS 5/3-102(B).

c. Discriminated through disparate impact in refusing to negotiate with Plaintiffs' tenant association on the basis of race, in violation of 42 U.S.C. § 3604(a) and 775 ILCS 5/3-102(D).

169. As a result of Defendants' conduct, Plaintiffs have been injured, suffered damages, and are aggrieved persons or parties within the meaning of 42 U.S.C. § 3602(i) and 775 ILCS 5/3-103(B).

170. Defendants' discriminatory actions were intentional, willful, and taken in reckless disregard of Plaintiffs' rights.

171. Plaintiffs will suffer irreparable injury if their tenancy is terminated.

172. Plaintiffs are entitled to injunctive relief enjoining Defendants from enforcing their termination of tenancy notices, along with actual and punitive damages, and reasonable attorney's fees, pursuant to 42 U.S.C. § 3613(c) and 775 ILCS 5/10-102.

**COUNT VIII**  
**DISCRIMINATORY INTERFERENCE WITH THE MAKING OF A CONTRACT IN VIOLATION OF 42 U.S.C. § 1981**

173. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

174. All tenants that make up FIBC are Hispanic, a minority population in Chicago, especially in their Uptown neighborhood, which becomes more homogeneous each year.

175. Defendants have served Plaintiffs with invalid, discriminatory, and retaliatory 120-day termination of tenancy notices, failed to address dangerous building conditions in their units and the Buildings, and threatened to deny them essential services to illegally force them out of their homes.

176. Defendants' conduct has interfered with Plaintiffs' right to make and enforce contracts, specifically, their rental contracts.

177. Defendants' conduct was intended to discriminate against Plaintiffs' on account of their race, namely, Hispanic.

178. By the actions set forth herein, Defendants have interfered with Plaintiffs' right to make and enforce a contract on the basis of their race, in violation of 42 U.S.C. § 1981.

179. Defendants' discriminatory actions were intentional, willful, and taken in reckless disregard of Plaintiffs' rights.

180. Plaintiffs will suffer irreparable injury if their tenancies are terminated.

181. Plaintiffs are entitled to compensatory damages, punitive damages, and attorney's fees.

**COUNT IX**  
**DISCRIMINATORY INTERFERENCE WITH THE PLAINTIFFS' RIGHTS TO LEASE  
PROPERTY IN VIOLATION OF 42 U.S.C. § 1982**

182. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

183. All of the tenants that make up FIBC are Hispanic, a minority population in Chicago, especially in their Uptown neighborhood, which becomes more homogeneous each year.

184. Defendants have served Plaintiffs with invalid, discriminatory, and retaliatory 120-day termination of tenancy notices, failed to address dangerous building conditions in their units and the Buildings, and threatened to deny them essential services to illegally force them out of their homes.

185. Defendants' conduct has interfered with Plaintiffs' right to lease real property.

186. Defendants' conduct was intended to discriminate against Plaintiff's on account of their race, namely, Hispanic.

187. By the actions set forth herein, Defendants have interfered with Plaintiffs' right to lease real property on the basis of their race, in violation of 42 U.S.C. § 1982.

188. Defendants' discriminatory actions were intentional, willful, and taken in reckless disregard of Plaintiffs' rights.

189. Plaintiffs will suffer irreparable injury if their tenancies are terminated.

190. Plaintiffs are entitled to compensatory damages, punitive damages, and attorney's fees.

**COUNT X**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

191. Plaintiffs incorporate all paragraphs of this Complaint herein as if set forth in full.

192. Defendants' neglect of the conditions in the Buildings, unwillingness to repair said conditions in the Buildings, attempts to evict the tenants, and threats of retaliation if the tenants do not leave, amount to extreme and outrageous conduct.

193. Defendants were aware that this extreme and outrageous conduct was highly likely to cause Plaintiffs to suffer emotional distress.

194. As a result of Defendants' extreme and outrageous conduct, Plaintiffs have suffered severe emotional distress.

195. Defendants' attempts to displace Plaintiffs have caused Plaintiffs severe stress and anxiety, with specific manifestations including, but not limited to:

- a. Trouble sleeping reported by most Plaintiffs;
- b. Physical symptoms such as feeling sick and weak; for example, Plaintiff Lorena Diaz reports feelings of sickness and weakness comparable to anemia;
- c. Negative effects on Plaintiffs' children's school performance; for example, Plaintiff Cecilia Rivera's 16-year-old son fears coming home from school to find himself

locked out of his home, causing him to lose sleep, experience headaches, and fall behind on his schoolwork;

- d. Symptoms of trauma in Plaintiffs' children; for example, Plaintiff Anay Herrera's 8-year-old daughter has exhibited increased stress levels and gets excessively nervous whenever she hears a knock at the door, fearing she is about to be removed from her home.

196. Plaintiffs are entitled to compensatory and punitive damages.

**WHEREFORE**, Plaintiffs respectfully prays that this Court:

- A. Declare that Defendants' February 25, 2025, 120-day Notice is invalid and unenforceable;
- B. Order Defendants to rescind any active termination of tenancy notices provided to Plaintiffs, including but not limited to those alleging unpaid rent;
- C. Issue a permanent injunction prohibiting Defendants from filing eviction actions against Plaintiffs based on the February 25, 2025, 120-day Notice and the April 24, 2025, 5-days notices;
- D. Declare that Plaintiffs lawfully withheld rent for Defendants' material noncompliance in accordance with RLTO §§ 5-12-070 and -110;
- E. Declare that Plaintiffs are entitled to claim damages for Defendants' material noncompliance in accordance with RLTO §§ 5-12-070 and -110;
- F. Declare that Plaintiffs are entitled to claim damages for Defendants' breach of the implied warranty of habitability in the amount equal to the total reduction in reasonable value of each unit's full contract rent caused by the breach;

- G. Declare that Defendants unlawfully retaliated against Plaintiffs in violation of 765 ILCS 721/5 and RLTO § 5-12-150 and Plaintiffs are entitled to any available damages thereof;
- H. Declare that Plaintiffs remain entitled to possession of their respective units at the Buildings pursuant to their rental agreements entered into with Defendants;
- I. Award Plaintiffs monetary relief, including any available actual and punitive damages, for Defendants' material noncompliance in accordance with RLTO §§ 5-12-070, -100, -110, -and -160;
- J. Award Plaintiffs monetary relief, including any available actual and punitive damages, for Defendants' unlawful retaliation in violation of 765 ILCS 721/5 and RLTO § 5-12-150;
- K. Award Plaintiffs reasonable attorney's fees for each of Defendants' RLTO violations pursuant to Chi. Mun. Code § 5-12-180;
- L. Award Plaintiffs actual and punitive damages, and reasonable attorney's fees and costs, pursuant to 42 U.S.C. § 3613(c) and 775 ILCS 5/10-102;
- M. Award Plaintiffs actual and punitive damages, and reasonable attorney's fees, pursuant to 42 U.S.C. § 1981 and § 1982;
- N. Award Plaintiffs monetary relief, including any available actual and punitive damages, for Defendants breach of the implied warranty of habitability, breach of implied covenant of quiet enjoyment, and intentional infliction of emotional distress;
- O. Award Plaintiffs reasonable attorney's fees and costs; and
- P. Grant such other relief as this Court deems just and property other than lease termination.

**JURY TRIAL DEMANDED**

Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

Respectfully Submitted,

/s/ Jacob Marshall

\_\_\_\_\_  
/s/ Ciara Taylor

\_\_\_\_\_  
*Attorneys for Plaintiffs*

Atty No. 65698  
Jacob Marshall  
Ciara Taylor  
Beyond Legal Aid  
17 N. State Street, Suite 1380  
Chicago, IL 60602



# EXHIBIT A

**120-Day Notice to Vacate**

Date: February 25, 2025

Dear Tenant,

Thank you for being a tenant at 829-835 W Cuyler. This letter serves as a formal 120-day notice to vacate your unit at 829-835 W Cuyler. Your move-out date is set for **June 25, 2025**.

**Reason for Notice**

We have identified significant safety violations and extensive deferred maintenance that have resulted in unsafe living conditions. To properly address and safely resolve these issues, it is necessary to work within an empty building.

**Moving Assistance**

To support your transition, we will provide you with a check equivalent to your last month's rent as moving assistance once you have vacated the unit by the deadline.

**Opportunity to Return**

As part of completing the necessary repairs and renovations, we plan to offer a mix of affordable and market-rate units. You will have the **right of first refusal** to return to the property after renovations, with your first month free. We will maintain a list of anyone who is interested, so please let your property manager know if you are interested.

**Relocation Support**

We understand that moving can be challenging, and we are committed to assisting you during this transition. We are aware of other ARO (Affordable Requirements Ordinance) or affordable units available and can provide you with information to help in your search for alternative housing.

If you have any questions or require further assistance, please feel free to contact us at [metro1@33management.com](mailto:metro1@33management.com). We appreciate your understanding and cooperation as we work to improve the property.

Sincerely,  
33 Management

### **Aviso de Desalojo de 120 Días**

**Fecha:** 25 de febrero de 2025

Estimado inquilino,

Gracias por ser inquilino en 829-835 W Cuyler. Esta carta sirve como un aviso formal de desalojo con 120 días de anticipación para su unidad en 829-835 W Cuyler. La fecha de su mudanza se establece para el 25 de junio de 2025.

### **Razón del Aviso**

Hemos identificado violaciones significativas de seguridad y un mantenimiento diferido extenso que han resultado en condiciones de vida inseguras. Para abordar y resolver estos problemas de manera segura, es necesario trabajar en un edificio desocupado.

### **Asistencia para la Mudanza**

Para apoyar su transición, le proporcionaremos un cheque equivalente al monto de su último mes de alquiler como asistencia para la mudanza una vez que haya desocupado la unidad antes de la fecha límite.

### **Oportunidad de Regreso**

Como parte de las reparaciones y renovaciones necesarias, planeamos ofrecer una combinación de unidades asequibles y a precio de mercado. Tendrá el derecho de primera negativa para regresar a la propiedad después de las renovaciones, con el primer mes gratis. Mantendremos una lista de las personas interesadas, así que informe a su administrador de propiedades si desea regresar.

### **Apoyo para la Reubicación**

Entendemos que mudarse puede ser un desafío y estamos comprometidos a ayudarlo durante esta transición. Estamos al tanto de otras unidades asequibles disponibles bajo la Ordenanza de Requisitos Asequibles (ARO, por sus siglas en inglés) y podemos proporcionarle información para ayudarlo en su búsqueda de vivienda alternativa.

Si tiene alguna pregunta o necesita más ayuda, no dude en contactarnos en [metro1@33management.com](mailto:metro1@33management.com). Apreciamos su comprensión y cooperación mientras trabajamos para mejorar la propiedad.

Atentamente,

**33 Management**

# EXHIBIT B

Drew Millard and 33 Realty-

Under the circumstances of your plan to displace us from our homes of many years, on March 6th 2025 the tenants of 829 W Cuyler and 4049 N Broadway have agreed to unionize under the name of Fuerzas Inquilinos de Broadway y Cuyler in order to fight this process. We deliver the following demands which we have agreed to collectively:

1. We demand that we are allowed to remain in our homes.
2. We demand that repairs are negotiated with the union.
3. We demand that one year leases are given to us at reasonable rents that are negotiated between your agents and our union.
4. We demand that you recognize and meet the demands of the Belden Sawyer Tenant Association.

We give you until the end of day Friday March 14th to meet these demands or we will escalate our actions. [REDACTED]

Signed,  
Fuerzas Inquilinos de Broadway y Cuyler

Drew Millard,

Tomando en cuenta sus planes para desplazarnos de nuestros hogares de muchos años, en 6 marzo 2025 los inquilinos de 829 W Cuyler and 4049 N Broadway acordaron de sindicarse bajo el nombre de Fuerzas Inquilinos de Broadway y Cuyler para luchar contra este proceso. Entreguemos las demandas que siguen, de lo cual hemos acordado colectivamente:

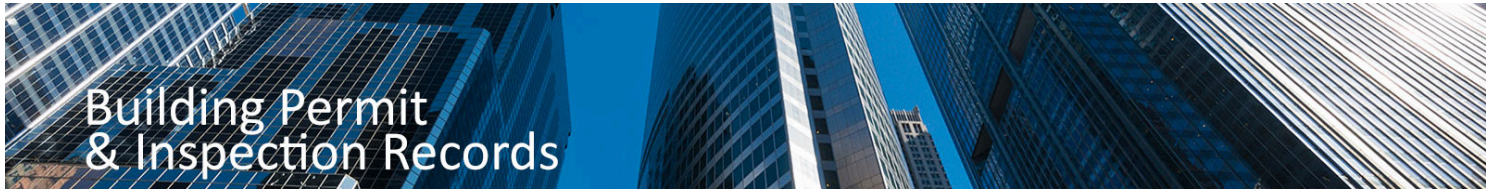
1. Exigimos que nos permitan quedarnos en nuestros hogares.
2. Exigimos que las reparaciones sean negociadas con el sindicato.
3. Exigimos que se nos otorguen contratos de arrendamiento de un año con rentas razonables negociadas entre sus agentes y nuestro sindicato.
4. Exigimos que reconozcan y alcancen las demandas del Belden Sawyer Tenant Association.

Te permitimos hasta el fin del día viernes el 14 de marzo para alcanzar estas demandas o vamos a escalar nuestras acciones. [REDACTED]

Presente,

Fuerza Inquilinos de Broadway y Cuyler

# EXHIBIT C



# Building Permit and Inspection Records

## Disclaimer

The information presented on this website is informational only and does not necessarily reflect the current condition of the building or property. The fact that a permit was issued does not confirm that work was performed, or that work was performed in accordance with that permit and the requirements of the Municipal Code.

Information on inspections and alleged violations reflect conditions found by the inspector at the time of the inspection and not necessarily the current status of those alleged violations or the current condition of the property. The absence of alleged violations on this website does not mean a building or property is in compliance with the requirements of the Municipal Code.

The Department of Buildings may refer certain alleged violations to the City's Department of Law for enforcement proceedings in the Department of Administrative Hearings or the Circuit Court of Cook County. Please contact the [Department of Administrative Hearings](#) or the [Clerk of the Circuit Court](#), respectively to obtain records of these proceedings.

## INPUT ADDRESS

828 W CUYLER AVE

## RANGE ADDRESS

4049-4051 N BROADWAY CHICAGO IL 60613  
828-834 W CUYLER AVE CHICAGO IL 60613

## BUILDING ATTRIBUTES

BLDG ID	STORIES	BASEMENT	LENGTH	WIDTH	HEIGHT	FLR AREA	CONSTR TYPE	PORCH	LOT WIDTH	LOT LENGTH	DU
857686	3	Y	100	50	0	5000	3B		50	125	19

## BUILDING PERMITS

FILED DATE: 5/20/2025 3:54 PM 2025L006564

PERMIT #	DATE ISSUED	DESCRIPTION OF WORK
100297698	07/08/2009	TUCKPOINTING AND REPAIR PAPAPET WALLS AND LINTELS
100123349	07/14/2006	remove & replace porch 3 rear existing open wood porches (same size,same location)per plans
EL8223191	01/24/1990	1019-A REINSPECTION LETTER & (13) METERS
EL5772021	06/01/1982	40A EMERG SERVICE

### BUILDING CODE ENFORCEMENT CASE ACTIVITY

CASE NUMBER	CASE TYPE
16M1400712	CIRCUIT COURT
09M1400796	CIRCUIT COURT
19NO584201	ADMINISTRATIVE HEARING
18N0559602	ADMINISTRATIVE HEARING
507N0125221	CIRCUIT COURT
06M1401470	CIRCUIT COURT

### DEPARTMENT OF BUILDINGS INSPECTIONS

INSP #	INSPECTION DATE	STATUS	TYPE DESCRIPTION
<a href="#">2754796</a>	06/29/2024	CLOSED	DOB NEW CONSTRUCTION INSP
<a href="#">12278163</a>	10/25/2018	FAILED	CONSERVATION ANNUAL
<a href="#">12558231</a>	07/17/2018	CLOSED	CONSERVATION COMPLAINT INSPECT
<a href="#">12558230</a>	02/08/2018	FAILED	CONSERVATION COMPLAINT INSPECT

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INSP #	INSPECTION DATE	STATUS	TYPE DESCRIPTION
11635168	06/22/2017	FAILED	CONSERVATION ANNUAL
11632663	07/27/2015	FAILED	CONSERVATION ANNUAL
10680023	07/20/2015	FAILED	CONSERVATION ANNUAL
2558923	08/03/2012	FAILED	CONSERVATION ANNUAL
1512685	07/27/2009	CLOSED	DOB NEW CONSTRUCTION INSP
1922481	12/08/2008	FAILED	CONSERVATION ANNUAL
1492634	04/25/2007	FAILED	CONSERVATION ANNUAL
1884584	04/18/2007	FAILED	CONSERVATION ANNUAL
1425906	06/12/2006	FAILED	CONSERVATION ANNUAL

**ALLEGED CODE VIOLATIONS**

	<b>CONSERVATION ANNUAL # 12278163 INSPECTION DATE: 10/25/2018</b>	<b>Number of Violations: 11</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN014012	Failed to remove closets or storage areas beneath stairways in residential building where stairs and storage space are not separated by noncombustible materials providing one hour fire resistance. (13-196-460)	North - Bedframe underneath rear porch
CN041063	Failed to cut or remove weeds, grass or other growth that present a fire hazard. (15-4-970)	North - Weeds throughout

CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	West - Front entrance - Cracked headstone above front entrance
CN073024	Failed to maintain exterior door frames to exclude rain and wind from entering building and otherwise in sound condition and repair. (13-196-550, 13-196-550(f), 13-196-641)	South, west elevations/Front entry doors - Rotting frames; paint peeling
CN077014	Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641)	Chain link fence - Leaning
CN104015	Replace broken, missing or defective window panes. (13-196-550 A)	South/1st floor -Window - Cracked pane; North/3rd floor (#832-34) - Window - Cracked pane
CN104055	Failed to retrim or reputty window panes. (13-196-550)	North - Window trim - Rotting; paint peeling
CN131026	Repair or replace defective screen. (13-196-560 B)	All elevations - Window screens - Torn and/or missing
CN138106	Remove and stop nuisance. (7-28-060)	North - Rear porches and stairs cluttered with crates, bikes, scotter, tires, household items, furniture, etc.; ladder, coolers, misc. items stored underneath umbrella at servicewalk at grade
CN190029	pending notice reinspection	Unable to inspect interior, stairwells, apartments, basement, and specifically 3rd floor hallway (?) for complaint of leakage and foreign substance. Unverified detectors and conditions.

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CN196029	Post name, address, and telephone of owner, owner's agent for managing, controlling or collecting rents, and any other person managing or controlling building conspicuously where accessible or visible to public way. (13-12-030)	Management sign - Missing
	<b>CONSERVATION ANNUAL # 11635168</b> <b>INSPECTION DATE: 06/22/2017</b>	<b>Number of Violations: 28</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN031013	Failed to install approved fire extinguishers on every floor of residential building more than three stories in height and having floor area exceeding 3,000 square feet. (15-16-160, 15-16-640)	Throughout entire building, - missing fire extinguishers.
CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	exterior wall repairs- (1) at north elevation above third floor parapet wall immense bulging of brick, some brick loose, severe washed out mortar at second window row from northwest corner (2) at areaway/inch on east elevation. return facing south near tucked away porch parapet wall immense bulging (3) plans and permits for repairs 94) all elevations washed out mortar
CN061064	Make repairs to building rapidly becoming dangerous, and to bring and maintain in good and safe condition, or wreck part that endangers life and property. (13-12-130, 13-8-100)	Building is in general disrepair, - all apartments need basic remodeling, kitchens and bathrooms all broken up, showers and toilets falling apart, floors throughout entire building with holes, unsafe for children and occupants.
CN062024	Failed to maintain parapet wall in good repair and free from cracks and defects. (13-196-530 and 13-196-641)	South elevation /parapet wall - loose and hanging parged mortar.

CN078014	Failed to provide and maintain adequate illumination of exit areas. (13-160-660, 13-160-670, 13-196-080)	Throughout entire building, - missing or not working emergency lights.
CN101015	Failed to maintain interior walls and ceilings free from holes or cracks. (13-19-540(c))	Throughout entire building, holes in walls and ceilings, tenants are patching their own walls and ceilings.
CN102015	Failed to maintain interior walls, ceilings and woodwork free from flaking, peeling, chipped or loose paint. (13-196-540(d))	Throughout all apartments, walls and ceilings with holes, crack walls, peeling paint.
CN107015	Failed to provide and maintain adequate illumination for public hall and stairwell. (13-196-080, 13-196-450, 13-160-660, 13-160-670)	Front stairwells and rear porch(s) missing basic illumination.
CN107035	Failed to maintain all exit signs illuminated when building is occupied and otherwise maintain exit signs in good condition. (13-196-090, 13-160-700 thru 13-160-770)	Throughout entire building, - missing or not working emergency exit signs.
CN131026	Repair or replace defective screen. (13-196-560 B)	All elevations, various locations throughout - torn and missing window screens.
CN134016	Rid premises of rodents and seal rodent holes. (13-196-530 D, 13-196-540 A, 13-196-630 C)	Rat infestation in the building, heavy rat activity at basement and 1st floor, rear of the building lots of rats.
CN134036	Close openings around pipes with rat proof materials. (7-28-660)	Rat proof pipes, holes and doors at garden level.
CN135016	Exterminate rodents in building and seal openings through which they gain access. (13-196-530 D, 13-196-630 C, 7-28-660)	Building throughout $\zeta$ mice (rats) as observed in 1st floor apartments, rear of the building full of garbage, rat holes in garden, basement level the worst.
CN136016	Exterminate roaches and keep dwelling insect-free. (13-196-630 C)	Building throughout $\zeta$ roaches

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CN136026	Exterminate insects and keep dwelling insect-free. (13-196-630 C)	Throughout entire building, - Property must be effectively treated to exterminate bed bugs throughout, by employing an experience exterminator in abatement of bed bug infestation. Building department will not consider this violation complied without proof of said extermination.
CN138026	Deposit refuse in sanitary refuse containers. (7-28-260, 13-196-620 D)	Rear patio garbage all over the place. Garbage feed rats.
CN138106	Remove and stop nuisance. (7-28-060)	The rear yard and concrete walk is full of garbage, tires, household items, grabage cans over flowing.
CN165017	Replace defective bathroom floor with non-absorbent, water impervious, and easily cleanable material. (13-196-540 F)	Throughout entire building, all kitchens and bathrooms, holes in the floors, missing none absorbent material, crack ceramic tiles.
CN190029	pending notice reinspection	Interior of building ; no response. Unable to verify detectors, and conditions. Unable to inspect interior stairway. Unable to inspect rear porch.
CN194039	Remove	Potted plants on window sills above public walkway - remove.
CN196029	Post name, address, and telephone of owner, owner's agent for managing, controlling or collecting rents, and any other person managing or controlling building conspicuously where accessible or visible to public way. (13-12-030)	Building - no owner's ID sign posted.

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CN197019	Install and maintain approved smoke detectors. (13-196-100 thru 13-196-160) Install a smoke detector in every dwelling unit. Install one on any living level with a habitable room or unenclosed heating plant, on the uppermost ceiling of enclosed porch stairwell, and within 15 feet of every sleeping room. Be sure the detector is at least 4 inches from the wall, 4 to 12 inches from the ceiling, and not above door or window.	Throughout entire building including all stairwells, - Missing smoke detectors.
CN197079	Repair or replace defective or out of service smoke detectors and operate continuously. (13-196-130, 13-196-140)	Throughout all front stairwells, - Smoke detectors 2 out of service.
CN197087	Install carbon monoxide detector within 40 feet of every sleeping room in residential structure. (13-64-190, 13-64-210) A carbon monoxide detector is needed whenever there is a heating appliance on the premises that burns fossil fuel such as gas, oil, or coal, or air that is circulated through a heat exchanger. Install according to manufacturer instructions. A hard wired model requires an electrical wiring permit. In a single family residence, be sure the detector is on or below the lowest floor with a place to sleep. In a multiple dwelling residence heated by a boiler, install a detector in the same room as the boiler. Otherwise, each apartment follows single family guidelines. The owner is responsible for installation and written instructions, the tenant for testing, maintenance, and batteries.	Mechanical room, Missing carbon monoxide detector.
CN198019	File building registration statement with Building Dept. (13-10-030, 13-10-040)	Building not registered from 2016-17.

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EL0019	Replace defective light fixture. (18-27-410.22, 18-27-410.23, 18-27-410.24, 18-27-240.27, 18-27-410.36, 18-27-410.37, 18-27-410.38, 18-27-410.39)	At all front entrances and rear porch(s) defective or missing fixtures.
EL0029	Remove exposed wiring. (18-27-300.4)	Exposed wires throughout entire building.
PL165017	Replace defective bathroom floor with non-absorbent, water impervious, and easily cleanable material. (13-196-540 F)	Throughout thr building rotting bathroom floors.
	<b>CONSERVATION ANNUAL # 11632663 INSPECTION DATE: 07/27/2015</b>	<b>Number of Violations: 26</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN031013	Failed to install approved fire extinguishers on every floor of residential building more than three stories in height and having floor area exceeding 3,000 square feet. (15-16-160, 15-16-640)	Throughout entire building, - missing fire extinguishers.
CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	South elevation, stucco parapet is crack, Underneath stucco spalling bricks, - missing mortar at stone joints.
CN061064	Make repairs to building rapidly becoming dangerous, and to bring and maintain in good and safe condition, or wreck part that endangers life and property. (13-12-130, 13-8-100)	Building is in general disrepair, - all apartments need basic remodeling, kitchens and bathrooms all broken up, showers and toilets falling apart, floors throughout entire building with holes, unsafe for children and occupants.
CN078014	Failed to provide and maintain adequate illumination of exit areas. (13-160-660, 13-160-670, 13-196-080)	Throughout entire building, - missing or not working emergency lights.

CN101015	Failed to maintain interior walls and ceilings free from holes or cracks. (13-19-540(c))	Throughout entire building, holes in walls and ceilings, tenants are patching their own walls and ceilings.
CN102015	Failed to maintain interior walls, ceilings and woodwork free from flaking, peeling, chipped or loose paint. (13-196-540(d))	Throughout all apartments, walls and ceilings with holes, crack walls, peeling paint.
CN107015	Failed to provide and maintain adequate illumination for public hall and stairwell. (13-196-080, 13-196-450, 13-160-660, 13-160-670)	Front stairwells and rear porch(s) missing basic illumination.
CN107035	Failed to maintain all exit signs illuminated when building is occupied and otherwise maintain exit signs in good condition. (13-196-090, 13-160-700 thru 13-160-770)	Throughout entire building, - missing or not working emergency exit signs.
CN131026	Repair or replace defective screen. (13-196-560 B)	All elevations, various locations throughout - torn and missing window screens.
CN134016	Rid premises of rodents and seal rodent holes. (13-196-530 D, 13-196-540 A, 13-196-630 C)	Rat infestation in the building, heavy rat activity at basement and 1st floor, rear of the building lots of rats.
CN134036	Close openings around pipes with rat proof materials. (7-28-660)	Rat proof pipes, holes and doors at garden level.
CN135016	Exterminate rodents in building and seal openings through which they gain access. (13-196-530 D, 13-196-630 C, 7-28-660)	Building throughout $\approx$ mice (rats) as observed in 1st floor apartments, rear of the building full of garbage, rat holes in garden, basement level the worst.
CN136016	Exterminate roaches and keep dwelling insect-free. (13-196-630 C)	Building throughout $\approx$ roaches

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CN136026	Exterminate insects and keep dwelling insect-free. (13-196-630 C)	Throughout entire building, - Property must be effectively treated to exterminate bed bugs throughout, by employing an experience exterminator in abatement of bed bug infestation. Building department will not consider this violation complied without proof of said extermination.
CN138026	Deposit refuse in sanitary refuse containers. (7-28-260, 13-196-620 D)	Rear patio garbage all over the place. Garbage feed rats.
CN138106	Remove and stop nuisance. (7-28-060)	The rear yard and concrete walk is full of garbage, tires, household items, grabage cans over flowing.
CN165017	Replace defective bathroom floor with non-absorbent, water impervious, and easily cleanable material. (13-196-540 F)	Throughout entire building, all kitchens and bathrooms, holes in the floors, missing none absorbent material, crack ceramic tiles.
CN190019	Arrange for inspection of premises. (13-12-100)	Most dwelling units and basement - no response, unverified detectors and conditions.
CN194039	Remove	Potted plants on window sills above public walkway - remove.
CN196029	Post name, address, and telephone of owner, owner's agent for managing, controlling or collecting rents, and any other person managing or controlling building conspicuously where accessible or visible to public way. (13-12-030)	Building - no address posted.

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<p>CN197019</p>	<p>Install and maintain approved smoke detectors. (13-196-100 thru 13-196-160) Install a smoke detector in every dwelling unit. Install one on any living level with a habitable room or unenclosed heating plant, on the uppermost ceiling of enclosed porch stairwell, and within 15 feet of every sleeping room. Be sure the detector is at least 4 inches from the wall, 4 to 12 inches from the ceiling, and not above door or window.</p>	<p>Throughout entire building including all stairwells, - Missing smoke detectors.</p>
<p>CN197079</p>	<p>Repair or replace defective or out of service smoke detectors and operate continuously. (13-196-130, 13-196-140)</p>	<p>Throughout all front stairwells, - Smoke detectors 2 out of service.</p>
<p>CN197087</p>	<p>Install carbon monoxide detector within 40 feet of every sleeping room in residential structure. (13-64-190, 13-64-210) A carbon monoxide detector is needed whenever there is a heating appliance on the premises that burns fossil fuel such as gas, oil, or coal, or air that is circulated through a heat exchanger. Install according to manufacturer instructions. A hard wired model requires an electrical wiring permit. In a single family residence, be sure the detector is on or below the lowest floor with a place to sleep. In a multiple dwelling residence heated by a boiler, install a detector in the same room as the boiler. Otherwise, each apartment follows single family guidelines. The owner is responsible for installation and written instructions, the tenant for testing, maintenance, and batteries.</p>	<p>Mechanical room, Missing carbon monoxide detector.</p>
<p>EL0019</p>	<p>Replace defective light fixture. (18-27-410.22, 18-27-410.23, 18-27-410.24, 18-27-240.27, 18-27-410.36, 18-27-410.37, 18-27-410.38, 18-27-410.39)</p>	<p>At all front entrances and rear porch(s) defective or missing fixtures.</p>

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EL0029	Remove exposed wiring. (18-27-300.4)	Exposed wires throughout entire building.
PL165017	Replace defective bathroom floor with non-absorbent, water impervious, and easily cleanable material. (13-196-540 F)	Throughout thr building rotting bathroom floors.
	<b>CONSERVATION ANNUAL # 10680023 INSPECTION DATE: 07/20/2015</b>	<b>Number of Violations: 23</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN031013	Failed to install approved fire extinguishers on every floor of residential building more than three stories in height and having floor area exceeding 3,000 square feet. (15-16-160, 15-16-640)	Building throughout - missing fire extinguishers.
CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	exterior wall repairs- (1) at north elevation above third floor parapet wall immense bulging of brick, some brick loose, severe washed out mortar at second window row from norhtwest corner (2) at areaway/inch on east elevation. return facing south near tucked away porch parapet wall immense bulging (3) plans and permits for repairs 94) all elevations washed out mortar
CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	South elevation, stucco parapet is crack, Underneath stucco spalling bricks, - missing mortar at stone joints.
CN061064	Make repairs to building rapidly becoming dangerous, and to bring and maintain in good and safe condition, or wreck part that endangers life and property. (13-12-130, 13-8-100)	Building in general disrepair, building is neglected, dirty, interior walls, corridors, ceilings, holes in the floors, throughout entire building. extremely dirty inside and out.

CN078014	Failed to provide and maintain adequate illumination of exit areas. (13-160-660, 13-160-670, 13-196-080)	Throughout entire building all front stairwells, - Emergency lights missing or not working.
CN102015	Failed to maintain interior walls, ceilings and woodwork free from flaking, peeling, chipped or loose paint. (13-196-540(d))	Throughout all apartments, walls and ceilings with holes, crack walls, peeling paint.
CN107015	Failed to provide and maintain adequate illumination for public hall and stairwell. (13-196-080, 13-196-450, 13-160-660, 13-160-670)	Front stairwells all, all rear porch(s) missing or not working light fixtures.
CN131026	Repair or replace defective screen. (13-196-560 B)	All elevations, various locations throughout - torn and missing window screens.
CN134036	Close openings around pipes with rat proof materials. (7-28-660)	Rat proof pipes, holes and doors at garden level.
CN135016	Exterminate rodents in building and seal openings through which they gain access. (13-196-530 D, 13-196-630 C, 7-28-660)	Building throughout 2 mice (rats) as observed in 1st floor apartments, rear of the building full of garbage, rat holes in garden, basement level the worst.
CN136016	Exterminate roaches and keep dwelling insect-free. (13-196-630 C)	Throughout entire building all units. - Building throughout 2 roaches; as observed in most apartments.
CN136026	Exterminate insects and keep dwelling insect-free. (13-196-630 C)	Throughout entire building all apartments, - Property must be effectively treated to exterminate bed bugs throughout, by employing an experience exterminator in abatement of bed bug infestation. Building department will not consider this violation complied without proof of said extermination.
CN138026	Deposit refuse in sanitary refuse containers. (7-28-260, 13-196-620 D)	Rear patio garbage all over the place. Garbage feed rats.

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CN138106	Remove and stop nuisance. (7-28-060)	The rear yard and concrete walk is full of garbage, tires, household items, grabage cans over flowing.
CN165017	Replace defective bathroom floor with non-absorbent, water impervious, and easily cleanable material. (13-196-540 F)	Throughout entire building kitchen and bathroom floors, with no finish, holes, crack floors, missing ceramic tile.
CN190019	Arrange for inspection of premises. (13-12-100)	Most dwelling units and basement - no response, unverified detectors and conditions.
CN194039	Remove	Potted plants on window sills above public walkway - remove.
CN196029	Post name, address, and telephone of owner, owner's agent for managing, controlling or collecting rents, and any other person managing or controlling building conspicuously where accessible or visible to public way. (13-12-030)	Building - no owner's ID sign posted.
CN197019	Install and maintain approved smoke detectors. (13-196-100 thru 13-196-160) Install a smoke detector in every dwelling unit. Install one on any living level with a habitable room or unenclosed heating plant, on the uppermost ceiling of enclosed porch stairwell, and within 15 feet of every sleeping room. Be sure the detector is at least 4 inches from the wall, 4 to 12 inches from the ceiling, and not above door or window.	Throughout entire building most apartments, - Missing smoke detector.
CN197079	Repair or replace defective or out of service smoke detectors and operate continuously. (13-196-130, 13-196-140)	Throughout all front stairwells, - Smoke detectors ¿ out of service.

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EL0019	Replace defective light fixture. (18-27-410.22, 18-27-410.23, 18-27-410.24, 18-27-240.27, 18-27-410.36, 18-27-410.37, 18-27-410.38, 18-27-410.39)	At all front entrances and rear porch(s) defective or missing fixtures.
EL0029	Remove exposed wiring. (18-27-300.4)	Exposed wires throughout entire building.
PL165017	Replace defective bathroom floor with non-absorbent, water impervious, and easily cleanable material. (13-196-540 F)	Throughout thr building rotting bathroom floors.
	<b>CONSERVATION ANNUAL # 2558923 INSPECTION DATE: 08/03/2012</b>	<b>Number of Violations: 5</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	exterior wall repairs- (1) at north elevation above third floor parapet wall immense bulging of brick, some brick loose, severe washed out mortar at second window row from norhtwest corner (2) at areaway/inch on east elevation. return facing south near tucked away porch parapet wall immense bulging (3) plans and permits for repairs 94) all elevations washed out mortar
CN131026	Repair or replace defective screen. (13-196-560 B)	All elevations, various locations throughout - torn and missing window screens.
CN190019	Arrange for inspection of premises. (13-12-100)	Most dwelling units and basement - no response, unverified detectors and conditions.
CN194039	Remove	Potted plants on window sills above public walkway - remove.

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CN196029	Post name, address, and telephone of owner, owner's agent for managing, controlling or collecting rents, and any other person managing or controlling building conspicuously where accessible or visible to public way. (13-12-030)	Building - no owner's ID sign posted.
	<b>CONSERVATION ANNUAL # 1922481 INSPECTION DATE: 12/08/2008</b>	<b>Number of Violations: 1</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN061014	Failed to maintain the exterior walls of a building or structure free from holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the walls. (13-196-530(b), 13-196-641)	exterior wall repairs- (1) at north elevation above third floor parapet wall immense bulging of brick, some brick loose, severe washed out mortar at second window row from norhtwest corner (2) at areaway/inch on east elevation. return facing south near tucked away porch parapet wall immense bulging (3) plans and permits for repairs 94) all elevations washed out mortar
	<b>CONSERVATION ANNUAL # 1492634 INSPECTION DATE: 04/25/2007</b>	<b>Number of Violations: 12</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN015062	Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)	rear porches obstructions, garbage and furniture storage, rear gate padlocked.
CN061034	Failed to maintain all interior walls, ceilings and interior woodwork free of flaking, peeling, chipped or loose paint, plaster or structural material. (13-196-540(d), 13-196-641)	flaking panint rear elevatin wood trim, windows and doors.

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<p>CN062024</p>	<p>Failed to maintain parapet wall in good repair and free from cracks and defects. (13-196-530 and 13-196-641)</p>	<p>south and west elevation at parapet, flaking, loose and falling skim coat, eroding mortar and spalling brick. cyler rear porch open masonry pockets.</p>
<p>CN070034</p>	<p>Failed to rebuild or replace dilapidated and dangerous porch. (13-196-570, 13-196-641)</p>	<p>4049 Broadway rear porch no stringer to masonry bolts, broken, loose treads, rotting stringer, collapsing treads, loose and rotting handrails, treads, risers and no joist hangers at 3, improper column to column and column to beam connections rotting porch roof joists, improperly framed deck at 3, sagging decks and scabbed wood thru-out. 4051 rear porch rotting decks, stringers and railing members, insufficient stringer to landing and deck connections, no joist hangers for landings, broken and missing pickets, improper beam to column connections, joists for 3 deck not spanning beam and sistered/scabbed, joists at one not sufficiently lapping beam and rotting, roof deck boards and joists rotting, cyler rear porch rotting decks missing boards in decks, rotting handrails, insufficient stringer support, rotting beams for 1 east end, improper beam to column connections. plans and permits required.</p>
<p>CN077014</p>	<p>Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641)</p>	<p>rear chain link fence leaning and broken sections.</p>
<p>CN102015</p>	<p>Failed to maintain interior walls, ceilings and woodwork free from flaking, peeling, chipped or loose paint. (13-196-540(d))</p>	<p>834 1st floor unit 2 kitchen water damaged ceiling and flaking paint. 834 stairwell, ceiling and entry flaking pant and fractures..</p>

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CN104015	Replace broken, missing or defective window panes. (13-196-550 A)	broken glass back over 830front entrance rear at 4049 boarded windows at 1,2,and 3 broken glass pave 830 cuyler at forward center of building.
CN131026	Repair or replace defective screen. (13-196-560 B)	west elevation torn screen at 2, also south elevation at 2 west of 834 entry.
CN136016	Exterminate roaches and keep dwelling insect-free. (13-196-630 C)	834 1st floor unit 2 roaches.
CN138106	Remove and stop nuisance. (7-28-060)	rear yard and porches garbage.
CN190019	Arrange for inspection of premises. (13-12-100)	no entry to interior
PL157047	Stop leaking water. (18-29-102.3)	834 1st floor unit 2 leak in kitchen ceiling.
	<b>CONSERVATION ANNUAL # 1884584 INSPECTION DATE: 04/18/2007</b>	<b>Number of Violations: 3</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN062024	Failed to maintain parapet wall in good repair and free from cracks and defects. (13-196-530 and 13-196-641)	REAR PARAPET WALLS
CN131026	Repair or replace defective screen. (13-196-560 B)	TO BLDG WINDOW SCREENS TORN
CN131026	Repair or replace defective screen. (13-196-560 B)	west elevation torn screen at 2, also south elevation at 2 west of 834 entry.
	<b>CONSERVATION ANNUAL # 1425906 INSPECTION DATE: 06/12/2006</b>	<b>Number of Violations: 11</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>

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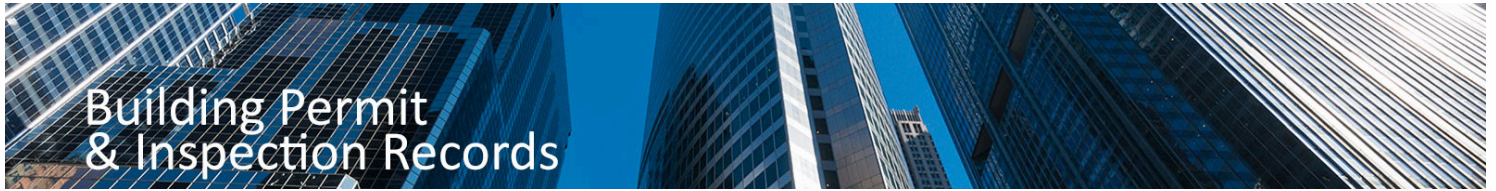
CN015062	Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)	rear porches obstructions, garbage and furniture storage, rear gate padlocked.
CN061034	Failed to maintain all interior walls, ceilings and interior woodwork free of flaking, peeling, chipped or loose paint, plaster or structural material. (13-196-540(d), 13-196-641)	flaking panint rear elevatin wood trim, windows and doors.
CN062024	Failed to maintain parapet wall in good repair and free from cracks and defects. (13-196-530 and 13-196-641)	south and west elevation at parapet, flaking, loose and falling skim coat, eroding mortar and spalling brick. cuyler rear porch open masory pockets.
CN070034	Failed to rebuild or replace dilapidated and dangerous porch. (13-196-570, 13-196-641)	4049 Broadway rear porch no stringer to masonry bolts, broken, loose treads, rotting stringer, collapsing treads, loose and rotting handrails, treads, risers and no joist hangers at 3,improper column to column and column to beam connections rotting porch roof joists, improperly framed deck at 3, sagging decks and scabbed wood thru-out.4051 rear porch rotting decks, stringers and railing members, insufficient stringer to landing and deck connections, no joist hangers for landings, broken and missing pickets, improper beam to column connections, joists for 3 deck not spanning beam and sistered/scabbed, joists at one not sufficiently lapping beam and rotting, roof deck boards and joists rooting, cyler rear porch rotting decks missing boards in decks, rotting handrails, insufficient stringer support, rotting beams for 1 east end, improper beam to column connections. plans and permits required.

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CN077014	Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641)	rear chain link fence leaning and broken sections.
CN102015	Failed to maintain interior walls, ceilings and woodwork free from flaking, peeling, chipped or loose paint. (13-196-540(d))	834 1st floor unit 2 kitchen water damaged ceiling and flaking paint. 834 stairwell, ceiling and entry flaking pant and fractures..
CN104015	Replace broken, missing or defective window panes. (13-196-550 A)	broken glass back over 830 front entrance rear at 4049 boarded windows at 1,2,and 3 broken glass pave 830 cyuler at forward center of building.
CN131026	Repair or replace defective screen. (13-196-560 B)	west elevation torn screen at 2, also south elevation at 2 west of 834 entry.
CN136016	Exterminate roaches and keep dwelling insect-free. (13-196-630 C)	834 1st floor unit 2 roaches.
CN138106	Remove and stop nuisance. (7-28-060)	rear yard and porches garbage.
PL157047	Stop leaking water. (18-29-102.3)	834 1st floor unit 2 leak in kitchen ceiling.

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# Building Permit and Inspection Records

## Disclaimer

The information presented on this website is informational only and does not necessarily reflect the current condition of the building or property. The fact that a permit was issued does not confirm that work was performed, or that work was performed in accordance with that permit and the requirements of the Municipal Code.

Information on inspections and alleged violations reflect conditions found by the inspector at the time of the inspection and not necessarily the current status of those alleged violations or the current condition of the property. The absence of alleged violations on this website does not mean a building or property is in compliance with the requirements of the Municipal Code.

The Department of Buildings may refer certain alleged violations to the City's Department of Law for enforcement proceedings in the Department of Administrative Hearings or the Circuit Court of Cook County. Please contact the [Department of Administrative Hearings](#) or the [Clerk of the Circuit Court](#), respectively to obtain records of these proceedings.

## INPUT ADDRESS

829 W CUYLER AVE

## RANGE ADDRESS

4031-4033 N BROADWAY CHICAGO IL 60613  
829-835 W CUYLER AVE CHICAGO IL 60613

## BUILDING ATTRIBUTES

BLDG ID	STORIES	BASEMENT	LENGTH	WIDTH	HEIGHT	FLR AREA	CONSTR TYPE	PORCH	LOT WIDTH	LOT LENGTH	DU
147409	3	Y	100	50	0	5000	3B		50	125	19

## BUILDING PERMITS

FILED DATE: 5/20/2025 3:54 PM 2025L006564

PERMIT #	DATE ISSUED	DESCRIPTION OF WORK
100497657	06/28/2013	REPAIR/REPLACE LINTELS AND BRICKS. SPOT TUCKPOINT. NO STRUCTURAL (AKA 829 W CUYLER)
100093857	02/03/2006	REPLACE TWO EXISTING PORCHES WITH TWO NEW OPEN WOOD PORCHES
B20323560	09/17/2003	REPAIR/REPLACE WALL & CEILING WITH DRYWALL 5/8 ULGY BD; ON 2ND FLOOR ONLY - NO ELECTRICAL - NO PLUMBING
121661	08/06/2002	INSTALL SYSTEM III
EL8402839	08/29/1990	BROUGHT EMERGENCY SERVICE UP TO CODE
EL8289510	04/17/1990	CKTS/OUTLETS, NO SERVICE
EL5294587	10/28/1980	REPAIRS REINSP LETTER

### BUILDING CODE ENFORCEMENT CASE ACTIVITY

CASE NUMBER	CASE TYPE
15M1401558	CIRCUIT COURT
005ND18704	CIRCUIT COURT
18HN546286	ADMINISTRATIVE HEARING
13NO360882	ADMINISTRATIVE HEARING

### DEPARTMENT OF BUILDINGS INSPECTIONS

INSP #	INSPECTION DATE	STATUS	TYPE DESCRIPTION
<a href="#">12710453</a>	11/07/2018	FAILED	CONSERVATION COMPLAINT INSPECT
<a href="#">12386992</a>	02/06/2018	CLOSED	CONSERVATION COMPLAINT INSPECT
<a href="#">12386991</a>	12/28/2017	FAILED	CONSERVATION COMPLAINT INSPECT

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INSP #	INSPECTION DATE	STATUS	TYPE DESCRIPTION
11556582	06/14/2017	FAILED	CONSERVATION ANNUAL
10573441	03/16/2015	FAILED	CONSERVATION ANNUAL
9989439	04/02/2012	FAILED	CONSERVATION ANNUAL
2326241	08/31/2010	FAILED	CONSERVATION ANNUAL
1314515	07/27/2009	CLOSED	PORCH/DECK PERMIT INSPECTION
1495729	07/02/2008	FAILED	CONSERVATION ANNUAL
1111583	06/01/2006	FAILED	CONSERVATION ANNUAL
900875	06/21/2005	FAILED	CONSERVATION ANNUAL
269271	12/09/2002	CLOSED	ELECTRICAL PERMIT INSPECTION
256184	10/10/2002	PARTIAL PASSED	ELECTRICAL PERMIT INSPECTION

**ALLEGED CODE VIOLATIONS**

	<p><b>CONSERVATION ANNUAL # 11556582</b>  <b>INSPECTION DATE: 06/14/2017</b></p>	<p><b>Number of Violations: 14</b></p>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN014012	Failed to remove closets or storage areas beneath stairways in residential building where stairs and storage space are not separated by noncombustible materials providing one hour fire resistance. (13-196-460)	Rear porches - Excessive storage underneath rear porches

CN015062	Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)	Rear porches (all) - All decks cluttered with bicycles, appliances, junk, household items, tools, lawn mower, ladders, etc. obstructing passageway.
CN061064	Make repairs to building rapidly becoming dangerous, and to bring and maintain in good and safe condition, or wreck part that endangers life and property. (13-12-130, 13-8-100)	South - Rear porches (all) - Dangerous and hazardous conditions. Excessive storage on all rear porch decks contributing to and possibly exceeding weight limitations. Rear porches showing signs of deflections possibly as a result of excessive storage.
CN070034	Failed to rebuild or replace dilapidated and dangerous porch. (13-196-570, 13-196-641)	Rear porches - Excessive amount of storage on all decks creating dangerous and hazardous conditions. Foundation status unknown; 6x6 columns toenailed to 6x6 beams; stringers inadequately supported at columns; both porches sway when standing on landings - unstable; #835-39 - Splice joints within 4" of beam/column connections; top rails cupping at 3rd floor; spindles broken at 2nd floor; nails protruding at 2nd floor deckboards; paint peeling at 3rd floor ceiling; #4031-33 - Canopies built onto 1st floor decks - no permit obtained; canopies accumulating dirt, trash, etc.; rim joists splitting underneath 3rd floor (south); rotting wood at 3rd floor ceiling. Plans and permit required to repair rear porches.
CN073014	Failed to maintain exterior door in sound condition and repair. (13-196-550(d) and (e), 13-196-641)	South -Rear entry doors - Paint peeling; graffiti painted on most doors
CN076044	Failed to maintain roof downspouts in good repair and working condition. (13-196-590, 13-196-630(b), 13-196-641, 18-29-1101, 18-29-1105, 18-29-1106)	South -Downspout - Rusting

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CN104025	Failed to maintain window sash in good condition and so it fits reasonably tight within its frame. (13-196-550(b))	South - (All levels) Window sashes, frames, trim, and sills - Rotting; paint peeling
CN138016	Provide for regular removal of garbage and refuse from premises. (7-28-240)	South - Rear yard - Garbage receptacles - Overflowing; garbage thru-out rear yard
CN138056	Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)	South and east elevations /rear porches - excessive junk and debris on and under rear porches.
CN138106	Remove and stop nuisance. (7-28-060)	South - Excessive amount of garbage, junk, storage on and under rear porches and servicewalk. Yard, servicewalk, and areaways cluttered with mattresses, bed frames, beer boxes, crates, bicycles, appliances, ladders, etc. Graffiti on most rear entry doors
CN190029	pending notice reinspection	Interior of building /most apts. - no response. Unable to verify detectors and conditions and interior stairwells. Interior of building /4033 apts. 3S, 2S, - refused entry. Unable to verify detectors and conditions.
CN197079	Repair or replace defective or out of service smoke detectors and operate continuously. (13-196-130, 13-196-140)	Interior of building [interior stairwell] /smoke detector - low battery.
CN198019	File building registration statement with Building Dept. (13-10-030, 13-10-040)	Building not registered from 2016 thru 2017.
NC2021	Performed or allowed work to be performed erecting, enlarging, altering, repairing, removing or demolishing a building or part of a building without a permit. (13-12-050, 13-32-010, 13-32-130)	South - #4031-35 rear porch/1st floor - Obtain permit to construct canopy on wooden porch deck

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	<b>CONSERVATION ANNUAL # 10573441</b> <b>INSPECTION DATE: 03/16/2015</b>	<b>Number of Violations: 14</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN014012	Failed to remove closets or storage areas beneath stairways in residential building where stairs and storage space are not separated by noncombustible materials providing one hour fire resistance. (13-196-460)	Rear porches - Excessive storage underneath rear porches
CN015062	Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)	Rear porches (all) - All decks cluttered with bicycles, appliances, junk, household items, tools, lawn mower, ladders, etc. obstructing passageway.
CN061064	Make repairs to building rapidly becoming dangerous, and to bring and maintain in good and safe condition, or wreck part that endangers life and property. (13-12-130, 13-8-100)	Soouth - Rear porches (all) - Dangerous and hazardous conditions. Excessive storage on all rear porch decks contributing to and possibly exceeding weight limitations. Rear porches showing signs of deflections possibly as a result of excessive storage.

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CN070034	Failed to rebuild or replace dilapidated and dangerous porch. (13-196-570, 13-196-641)	Rear porches - Excessive amount of storage on all decks creating dangerous and hazardous conditions. Foundation status unknown; 6x6 columns toenailed to 6x6 beams; stringers inadequately supported at columns; both porches sway when standing on landings - unstable; #835-39 - Splice joints within 4" of beam/column connections; top rails cupping at 3rd floor; spindles broken at 2nd floor; nails protruding at 2nd floor deckboards; paint peeling at 3rd floor ceiling; #4031-33 - Canopies built onto 1st floor decks - no permit obtained; canopies accumulating dirt, trash, etc.; rim joists splitting underneath 3rd floor (south); rotting wood at 3rd floor ceiling. Plans and permit required to repair rear porches.
CN073014	Failed to maintain exterior door in sound condition and repair. (13-196-550(d) and (e), 13-196-641)	South -Rear entry doors - Paint peeling; graffiti painted on most doors
CN073024	Failed to maintain exterior door frames to exclude rain and wind from entering building and otherwise in sound condition and repair. (13-196-550, 13-196-550(f), 13-196-641)	South - Rear entry doors - Trim - Rotting; paint peeling
CN076044	Failed to maintain roof downspouts in good repair and working condition. (13-196-590, 13-196-630(b), 13-196-641, 18-29-1101, 18-29-1105, 18-29-1106)	South -Downspout - Rusting
CN104025	Failed to maintain window sash in good condition and so it fits reasonably tight within its frame. (13-196-550(b))	South - (All levels) Window sashes, frames, trim, and sills - Rotting; paint peeling
CN138016	Provide for regular removal of garbage and refuse from premises. (7-28-240)	South - Rear yard - Garbage receptacles - Overflowing; garbage thru-out rear yard

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CN138056	Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)	South - Excessive amount of garbage, junk, storage on and under rear porches and servicewalk. Yard, servicewalk, and areaways cluttered with mattresses, bed frames, beer boxes, crates, bicycles, appliances, lawn mower, etc.
CN138106	Remove and stop nuisance. (7-28-060)	South - Excessive amount of garbage, junk, storage on and under rear porches and servicewalk. Yard, servicewalk, and areaways cluttered with mattresses, bed frames, beer boxes, crates, bicycles, appliances, ladders, etc. Graffiti on most rear entry doors
CN140016	Keep premises clean, sanitary, and safe. (13-196-620 A, 13-196-630)	Rear yard, rear porches - Dirt and garbage thru-out. Very dirty and unsanitary
CN198019	File building registration statement with Building Dept. (13-10-030, 13-10-040)	Not registered 2014-2015
NC2021	Performed or allowed work to be performed erecting, enlarging, altering, repairing, removing or demolishing a building or part of a building without a permit. (13-12-050, 13-32-010, 13-32-130)	South - #4031-35 rear porch/1st floor - Obtain permit to construct canopy on wooden porch deck
	<b>CONSERVATION ANNUAL # 2326241 INSPECTION DATE: 08/31/2010</b>	<b>Number of Violations: 5</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN065014	Failed to maintain lintel in good repair and free from cracks and defects. (13-196-530(e), 13-196-641)	LINTELS-FLAKING PAINT, RUST NORTH & WEST ELEVATIONS.

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CN065034	Failed to maintain window sill in good repair and free from cracks and defects. (13-196-530(e), 13-196-550, 13-196-641)	WINDOW SILLS-OPEN MORTAR JOINTS, FRACTURES ALL ELEVATIONS VARIOUS LOCATIONS
CN138056	Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)	4031-4033 broadway rear under porch excessive storage bikes, furniture, building material, and other things.
CN138106	Remove and stop nuisance. (7-28-060)	REAR-GARBAGE, JUNK, DEBRIS
CN197019	Install and maintain approved smoke detectors. (13-196-100 thru 13-196-160) Install a smoke detector in every dwelling unit. Install one on any living level with a habitable room or unenclosed heating plant, on the uppermost ceiling of enclosed porch stairwell, and within 15 feet of every sleeping room. Be sure the detector is at least 4 inches from the wall, 4 to 12 inches from the ceiling, and not above door or window.	4033 interior stairs at top smoke detector no battery. install working smoke detector.
	<b>CONSERVATION ANNUAL # 1495729</b> <b>INSPECTION DATE: 07/02/2008</b>	<b>Number of Violations: 6</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN065014	Failed to maintain lintel in good repair and free from cracks and defects. (13-196-530(e), 13-196-641)	LINTELS-FLAKING PAINT, RUST NORTH & WEST ELEVATIONS.
CN065034	Failed to maintain window sill in good repair and free from cracks and defects. (13-196-530(e), 13-196-550, 13-196-641)	WINDOW SILLS-OPEN MORTAR JOINTS, FRACTURES ALL ELEVATIONS VARIOUS LOCATIONS
CN073024	Failed to maintain exterior door frames to exclude rain and wind from entering building and otherwise in sound condition and repair. (13-196-550, 13-196-550(f), 13-196-641)	833-35 FRONT DOOR BROKEN FRAME

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CN105085	Failed to provide and install building entrance door with deadlock latch with at least a 1/2 inch latch bolt projection for multi-unit residential buildings without an attendant being continuously on duty. (13-164-040)	833-35 FRONT DOOR NOT LOCKING
CN138106	Remove and stop nuisance. (7-28-060)	REAR-GARBAGE, JUNK, DEBRIS
CN140016	Keep premises clean, sanitary, and safe. (13-196-620 A, 13-196-630)	833-35 STAIRWELL UNSANITARY, DIRT, URINE
	<b>CONSERVATION ANNUAL # 1111583 INSPECTION DATE: 06/01/2006</b>	<b>Number of Violations: 3</b>
<b>VIOLATIONS</b>	<b>BUILDING CODE CITATION</b>	<b>VIOLATION DETAILS</b>
CN070034	Failed to rebuild or replace dilapidated and dangerous porch. (13-196-570, 13-196-641)	4031 rear exterior porch scabbed at fire cuts, beams sagging separation at firecuts, decking rotted dangerous and hazardous railings rotted, weak 829-35 w rear porches 1st, 2nd & 3rd floors decking rotted with holes dangerous & hazardous, floor joist are shifting, railings rotted weak
CN073054	Repair, replace, or reset exterior door or door frame to keep rain and wind out of dwelling. (13-196-550)	833 w exterior door won't close
NC2011	Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)	obtain plans and repair permit for replacement
	<b>CONSERVATION ANNUAL # 900875 INSPECTION DATE: 06/21/2005</b>	<b>Number of Violations: 3</b>

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VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
CN070034	Failed to rebuild or replace dilapidated and dangerous porch. (13-196-570, 13-196-641)	4031 rear exterior porch scabbed at fire cuts, beams sagging separation at firecuts, decking rotted dangerous and hazardous railings rotted, weak 829-35 w rear porches 1st, 2nd & 3rd floors decking rotted with holes dangerous & hazardous, floor joist are shifting, railings rotted weak
CN073054	Repair, replace, or reset exterior door or door frame to keep rain and wind out of dwelling. (13-196-550)	833 w exterior door won't close
NC2011	Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)	obtain plans and repair permit for replacement
	<b>CONSERVATION COMPLAINT INSPECT # 12710453 INSPECTION DATE: 11/07/2018</b>	<b>Number of Violations: 1</b>
VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
CN190019	Arrange for inspection of premises. (13-12-100)	Interior of building no response - Unverified complaint of Roaches,Mice,Rats,Bedbugs and key to basement.

# EXHIBIT D

**Absence of smoke and carbon monoxide detectors.**



**4051 N Broadway, 3<sup>rd</sup> Floor.**

**Damaged Walls and Ceilings – Evidence of Mold**

FILED DATE: 5/20/2025 3:54 PM 2025L006564



**4051 N Broadway, 2<sup>nd</sup> Floor**



**4051 N  
Broadway,  
1st Floor**

**4049 N Broadway, 2nd Floor**



831 W Cuyler, 1st Floor

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833 W Cuyler, 2<sup>nd</sup> Floor8

833 W. Cuyler, 2<sup>nd</sup> Floor





4031 N Broadway, 1<sup>st</sup> Floor





**829-831 W Cuyler;  
Common areas**



### Leaking Faucets and Floor Water Damage





**4049 N Broadway, 2<sup>nd</sup>  
Floor**

832 W Cuyler, 1<sup>st</sup> Floor



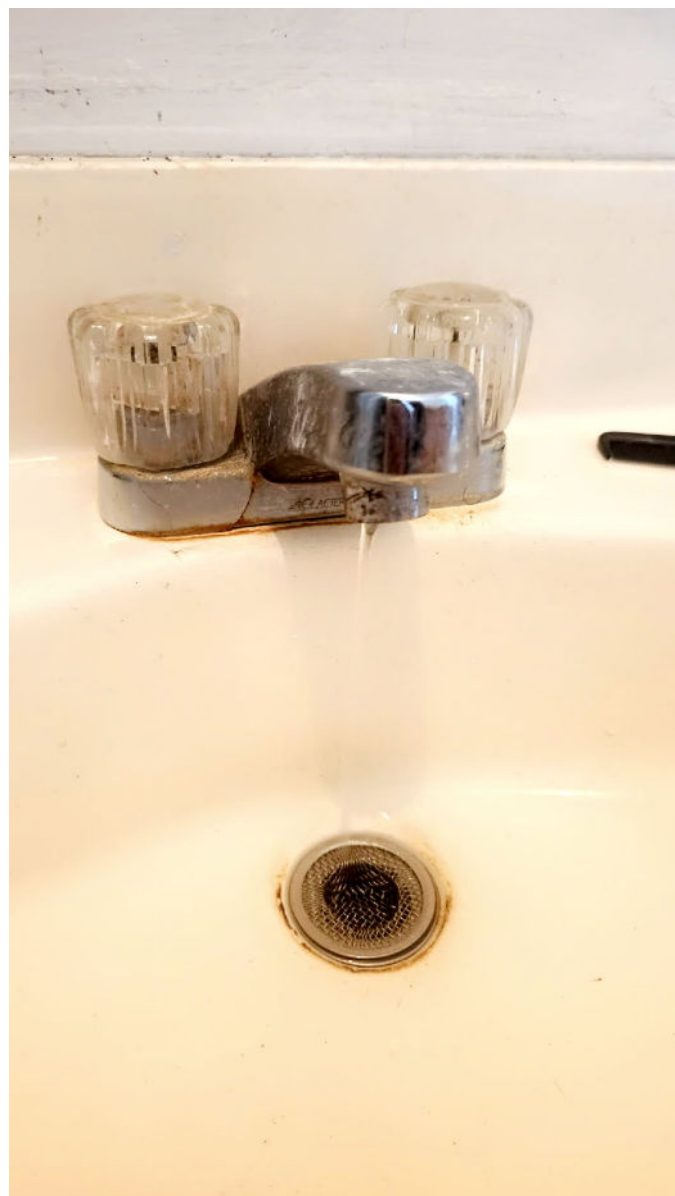
829 W Cuyler, 1<sup>st</sup> Floor



4033 N Broadway, 2<sup>nd</sup>  
Floor



4033 N Broadway, 3<sup>rd</sup>  
floor



# Rodents

4033 N Broadway, 3<sup>rd</sup>  
Floor



**Broken Front Door and Mailboxes**

**832-834 W Cuyler, Common Space**



**4033-4031 N Broadway,  
NO DOORKNOB**

# EXHIBIT E






# EXHIBIT F

FILED DATE: 5/20/2025 3:54 PM 2025L006564

**BELDEN SAWYER TENANT ASSOCIATION**  
**LOCAL 1**

beldensawyer tenants.org  
Chicago, IL  
312.860.8390



**beldensawyer tenants and fuerzasbroadwaycuyler**

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April 1, 2025

FOR IMMEDIATE RELEASE

**FUERZAS INQUILINOS ANNOUNCE STRIKE, BSTA STANDS FIRM, MILLARD IS SILENT**

CHICAGO – Following a unanimous weekend vote, the Fuerzas Inquilinos de Broadway y Cuyler (FIBC) began a rent strike on Tuesday. The move comes one month after the Belden Sawyer Tenant Association began its own rent strike on March 1.

The FIBC strike is a stunning escalation by organized tenants who are demanding negotiations with landlord Drew Millard and property management firm 33 Realty. According to numbers released by FIBC, twenty-four units have joined the strike. These are in addition to the BSTA units already on strike in Logan Square.

Both FIBC and BSTA have been attempting for months to meet with Millard and negotiate demands for their housing. These demands include negotiated rent, necessary (not cosmetic) renovations, and annual lease renewals. The unions have also passed mutual demands for Millard to negotiate with both organizations. To date, Millard has refused, and last weekend, 33 Realty personnel assaulted two BSTA members.

"The tenant forces of Broadway and Cuyler have tried to communicate with Drew Millard, and we received no response," said an FIBC member. "We made the decision to begin a rent strike, until we have a fair negotiation for all members of the unions who are being affected in BSTA and FIBC."

FIBC organized after 33 Realty informed residents of two Uptown buildings that they must move out to make way for luxury renovations. Many residents have called the buildings home for decades. Similar news hit BSTA's Logan Square building in December.

"Chicagons are fed up with renovations and are standing together to demand fair housing," said a BSTA spokesperson. "Drew Millard may have triggered the 2025 strike wave, but it will not be restricted to his properties. Tenants: now is the time to organize."





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*For more information, contact BSTA Local 1 at beldensawyer1@gmail.com.*

**beldensawyer tenants** 6w  
**FUERZAS INQUILINOS ANNOUNCE STRIKE, BSTA STANDS FIRM, MILLARD IS SILENT**

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**47 likes**  
April 1

Log in to like or comment.

# EXHIBIT G

[Required action: Change to the building locks] Please note that the locks to the main door of the building will be changes on Monday, May 19.

To prepare for this changes, the leaseholders will need to get a new key in person on Wednesday May 14 or Thursday May 15 between 9:00 a.m. and 5:00 p.m at the following address: 357 W Chicago Ave, Suite #100, Chicago, IL 60654

- Getting the key is required before May 19
- Only the leaseholder can get the key and should present a valid photo ID
- One key will be turned over per unit

Thank you for your cooperation. If you have any question, please communicate with the administration.  
--The Administration

Metro 1 – Uzo (Portfolio Manager)

**CERTIFICATE OF TRANSLATION**

I, Ciara Taylor, hereby certify that I translated the attached document from Spanish to English. I further certify that I am competent in both English and Spanish to render and certify such translation.

*Ciara Taylor*

05/20/2025

\_\_\_\_\_  
Ciara Taylor

\_\_\_\_\_  
Date

&lt; 373

AC

Anay &gt;

[Acción requerida: Cambio de cerradura del edificio] Por favor tenga en cuenta que las cerraduras de la puerta principal del edificio serán cambiadas el lunes 19 de mayo.

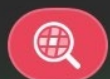
Para prepararse para este cambio, los titulares del contrato de arrendamiento deberán recoger una nueva llave en persona el miércoles 14 de mayo o el jueves 15 de mayo entre las 9:00 a.m. y las 5:00 p.m. en la siguiente dirección: 357 W Chicago Ave, Suite #100, Chicago, IL 60654

- La recogida de llaves es obligatoria antes del 19 de mayo
  - Sólo el titular del contrato puede recoger la llave y debe presentar una identificación con foto válida
  - Se entregará una llave por unidad
- Gracias por su cooperación. Si tiene alguna pregunta, por favor comuníquese con la administración.  
—La Administración

Metro 1 - Uzo (Portfolio Manager)



Text Message



# EXHIBIT H

**INFORMATION NOTICE/ CHICAGO POLICE DEPARTMENT**

THIS IS NOT AN OFFICIAL POLICE REPORT - IT IS FOR INFORMATION PURPOSES ONLY. R.D. No.

JJ200999

NON CRIMINAL - PROPERTY IUCR CODE \_\_\_\_\_ DATE/TIME OF OCCURRENCE \_\_\_\_\_

TIM/COMPLAINANT \_\_\_\_\_ BEAT/UNIT OF ASSIGN 1914 BEAT OF OCCUR 1915

PEOPLE OF THE STATE OF ILLINOIS/CITY OF CHICAGO vs \_\_\_\_\_  
 s taken place, the following is your court information: Date \_\_\_\_\_ Time \_\_\_\_\_ Court Branch \_\_\_\_\_ Court Loc \_\_\_\_\_

ore help call the Cook County State's Attorney's Office Victim Witness Assistance Unit at (773) 674 - 7200

be on file with the Chicago Police Department under the above listed R.D. Number. Refer to whenever you are communicating with the Chicago Police Department concerning this incident. I be assigned for follow-up investigation based upon specific facts obtained during the initial. The presence of these facts can predict whether a comprehensive follow-up investigation suit in the arrest and prosecution of the suspect(s) or the recovery of property. Your case will ind retained to determine if criminals active in the area can be identified. A detective will ontact you unless additional information is required or your further assistance is needed.

**ADDITIONAL INFORMATION**

nowledge of specific facts which might assist in the investigation of your case, please contact d below

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> <b>PROPERTY CRIMES</b><br>(312) 747-8384 | <input type="checkbox"/> <b>VIOLENT CRIMES</b><br>(312) 747-8380 | <input type="checkbox"/> <b>SPECIAL VICTIMS</b><br>(312) 747-8385 | <input type="checkbox"/> <b>BOMB UNIT</b><br>(312) 746-7622             |
| <input type="checkbox"/> (312) 747-8273                           | <input type="checkbox"/> (312) 747-8271                          | <input type="checkbox"/> (312) 747-8276                           | <input type="checkbox"/> <b>ARSON SECTION</b><br>(312) 746-7618         |
| <input type="checkbox"/> (312) 744-8263                           | <input type="checkbox"/> (512) 744-8261                          | <input type="checkbox"/> (312) 744-8266                           | <input type="checkbox"/> <b>FINANCIAL CRIMES UNIT</b><br>(312) 746-9661 |
| <input type="checkbox"/> (312) 746-8253                           | <input type="checkbox"/> (312) 746-8251                          | <input type="checkbox"/> (312) 746-8255                           |   |
| <input type="checkbox"/> (312) 746-7394                           | <input type="checkbox"/> (312) 746-6554                          | <input type="checkbox"/> (312) 746-6554                           |   |

**PERSONS**

ng person is **under** 18 years of age, contact the National Center of Missing and Exploited 800-THE-LOST, www.missingkids.com, National Runaway Safeline 1-800-RUN-AWAY, runaway.org

ng person is **over** 18 years of age, contact the Illinois State Police Clearinghouse for Missing -800-U-HELP-ME, www.isp.illinois.gov/UnsolvedCrime/MissingPersonsAll ins reported missing are located or have returned contact: (312) 745 - 5019 or (312) 745 -5020

**THE REPORT**

id R.D. Number may suffice for insurance purposes. However, there may be instances when ase report is desired. A copy of the case report which verifies that an incident of injury, loss been reported to the Chicago Police Department may be obtained. To obtain a copy of the send a check or money order payable to the "DEPARTMENT OF REVENUE-CITY OF he amount of \$ 50 and a self-addressed stamped return envelope to: Chicago Police eords Division, Customer Service Section, 1st floor, 3510 South Michigan Avenue, Chicago. Include the following information with your request: 1) Victim's name and address (or person ), 2) Type of incident, 3) Address of occurrence, and 4) R. D. Number. You can also visit in 312) 745-5130 between 8:00 a.m. - 3:00 p.m., Monday - Friday (excluding public holidays).

**VED - COMMUNITY POLICING**

ie cannot solve the problems of crime in our City. It takes an active and informed community e police and other City agencies to really make a difference. Join your neighbors and your olice officers as we work together to improve the quality of life and reduce crime in our City ch beat you live on or how to become involved, call **311** or visit online at ie.chicagopolice.org

Next Beat Community Meeting (date/time) \_\_\_\_\_

re in progress or other emergency that requires immediate police response, call **911** mergency situations, call the Police Department at **311** within City limits, or if outside the City 746-6000

t an officer send an email to ComplimentCPD@chicagopolice.org.

**TELECOMMUNICATIONS DEVICE FOR THE DEAF/TELETYPE (TDD/TTY)**

To report a police emergency, hearing-impaired persons should dial 9-1-1. For non-emergency situations, hearing-impaired persons may communicate with the Chicago Police Department 24 hours a day by calling 3-1-1.

**OBTAINING A WARRANT OR SUMMONS FOR CRIMINAL CHARGES**

If an arrest is made, you will be informed of the date, time, and location of the court proceedings at which your appearance will be required. When you report a crime and an arrest is **not** made, you may go in person to the appropriate court listed below to request that criminal proceedings be initiated by way of a warrant or summons. Bring this Victim Information Notice and any other relevant information, such as the offender's name, physical description, and home address to the warrant officer assigned to the court between 8:30 am and 11:30 am Monday through Friday (excluding court holidays). The warrant officer will then assist you in the process of obtaining the warrant or summons.

Police District of Occurrence	Court Branch for Warrant or Summons	
<input type="checkbox"/> 14, 16, 17, 25	Branch 23	5555 W Grand Ave
<input type="checkbox"/> 18, 19, 20, 24	Branch 29	5555 W Grand Ave
<input type="checkbox"/> 2, 3, 4, 5, 6, 7, 8, 9, 22	Branch 35	727 E 111th St
<input type="checkbox"/> 1, 10, 11, 12, 15	Branch 43	3150 W Flournoy St

\* For incidents relating to domestic violence, a warrant/summons will only be issued from the Domestic Violence Court located at 555 West Harrison Street, on the first floor.

**AUTOMATED VICTIM NOTIFICATION (AVN)**

The County of Cook has a toll free, multilingual, 24-hour Automated Victim Notification System. To obtain information about a defendant's court date or custody inside of Cook County Jail: call 1-877-846-3445. **Do not depend only on the AVN for your safety. If you feel that you may be in danger, take precautions as if the defendant has already been released.**

**ILLINOIS CRIME VICTIMS NOTIFICATION**

Innocent victims of violent crime may be eligible to receive benefits from the Illinois Crime Victims Compensation program for such costs as medical, funeral, loss of support, and wage loss. **NO RECOVERY IS PROVIDED FOR PROPERTY LOSS OR DAMAGE, NOR FOR PAIN OR SUFFERING.** To apply or to determine whether one qualifies, the victim, or if deceased, a relative or dependent, must contact the Illinois Attorney General's Office. Further information and claim forms can be obtained from the Crime Victims Compensation Program, Office of the Attorney General of Illinois, 100 West Randolph Street, 13th Floor, Chicago, Illinois 60601, or by calling 1-800-228-3368, TTY: 1-877-398-1130 or email at crimevictimservices@atg.state.il.us

**RECOVERY OF PROPERTY - STOLEN VEHICLE RECOVERED**

The Chicago Police Department must be notified **IMMEDIATELY**, via the "911" emergency number, when property reported lost or stolen is recovered.

**CREDIT CARDS - CHECKS, LOST OR STOLEN**

Immediately notify the concerned credit card issuer or bank by telephone to reduce the possibility of being liable for the unauthorized use of your lost or stolen credit card or check. It is suggested that you also inform the credit card issuer or bank in writing as a follow-up measure to ensure proper notification.

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