

**IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS  
MUNICIPAL DEPARTMENT — FIRST DISTRICT**

*Plaintiff,*

v.

*Defendant,*

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Case No.

**PLAINTIFF’S JURY INTRUCTIONS**

NOW COMES, the Plaintiff (hereinafter “Landlord”) by and through his attorneys, [REDACTED], and against the Defendant (hereinafter “Tenant”) for its Non-Illinois Pattern Jury Instructions states:

The following sets of instructions relate to the forcible entry and detainer action brought by the Landlord. This is a civil case involving the Landlord and the Tenant, whereby the plaintiff, the Landlord, seeks to recover his rightful possession to the leased premises, after the defendant, the Tenant, defaulted on payment, resulting in the termination of the lease. These instructions follow the guidelines set forth in *Am. Mgmt. Consultant, LLC v. Carter*, 392 Ill. App. 3d 39 (3rd Dist. 2008), *People v. Evans*, 163 Ill. App. 3d 561(1st Dist. 1987), and the Illinois Code of Civil Procedure 735 ILCS 5/9-101 of the Forcible Entry and Detainer Act. There are no pattern jury instructions for this case.

In this case, you must consider the Landlord’s complaint for possession of the premises and the Tenant’s refusal to pay rent owed to the Landlord under the Forcible Entry and Detainer Act. You may reach two results. First, you may find for the Landlord on his complaint for money judgment for non-payment of rent due and owed to him from the Tenant’s failure to pay. Second

you may find that the Landlord is and was entitled to possession of the property after the Tenant failed to remit monies owed to the Landlord.

In order for the Landlord to recover on his complaint, he has the burden of proving the following propositions:

1. The Landlord notified the Tenant after rent was due in writing a demand of payment was due on [REDACTED] that unless payment was made within in the time mentioned in the notice the lease would be terminated.
2. After Tenant did not remit payment to the Landlord by the above-mentioned date, the lease was considered terminated;
3. Tenant failed to remit payment to the Landlord, and therefore was in unlawful possession of the property;
4. Thus, Landlord is entitled to possession of the premises at [REDACTED] and the Tenant is unlawfully withholding possession of the premises from the Landlord;
5. Thus, Landlord commenced a claim for an amount of money owed to him for non-payment in this action, and to regain possession of the leased premises pursuant to the Forcible and Detainer statute.

If you find from your consideration of all the evidence that each of the propositions required by the Landlord has been proved, then your verdict should be in favor of the Landlord on his complaint for possession of the premises.

[REDACTED]

[REDACTED]

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[REDACTED]  
[REDACTED]