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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, SECOND DISTRICT

GREEN WAVE HOLDING, LLC)	
)	
Plaintiff,)	
v.)	No. 2014 M2 292
)	
ULISES GARRO and VELMA GARRO,)	Judge Thaddeus S. Machnik
)	
Defendants..)	

ORDER

This matter having been heard at trial arising out of contract between the parties involving the lease of real property for the period April 1, 2013 through March 31, 2014, testimony taken from plaintiff's representative Vladislav Krasilnikov, defendants Velma and Ulises Garro, and Vijay Puthenveetin, exhibits including the lease for 1221 Meadowbrook Road, Round Lake Beach, Illinois, tenant final water bill, invoices for repairs and for legal services incurred by the plaintiff, as well as photographs of the property and one of the defendants' children, all having been admitted, and final arguments made by the parties' attorney, the Court rules as follows.

1. Defendants quit the tenancy without proper 30 day written notice as required by the lease (paragraph 32). Although defendants have argued that they left the premises because of the condition of the premises (i.e., mold, mildew, insect bites on a child), their testimony does not substantiate - nor does the court find their testimony on this point to be credible - this attempt to set up an abatement defense. Moreover, the plaintiff's representative who, as the manager of the property, testified that the property remained vacant until it was leased beginning February 1, 2014 was credible. Consequently, defendants are found liable for four months of rent at \$1,275/month for a total of \$5,100.



Doc#: 1434450031 Fee: \$40.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
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2. Plaintiff seeks the costs of repairs of damage allegedly caused by the defendants.

However, regarding this issue, the only photographs of the property presented by plaintiff were taken after the defendants left the premises. No photographs had been taken by either party when the defendants moved in and on this issue, the court finds that the testimony of Mrs. Garro is credible. As a result, defendants shall **not** be liable for \$3,040 in repairs.

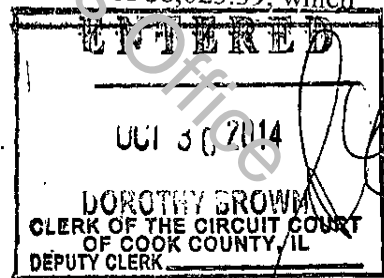
3. With respect to the final water bill, the lease provides that the defendants as the tenants are responsible for all utilities, including water (paragraph 15). The defendants are liable for the final water bill of \$275.36 but that number is reduced by \$150 security deposit (paragraph 15) for a total of \$125.36.

4. Pursuant to the Paragraph 24 of the lease, the tenant is responsible for reasonable attorney's fees if the landlord has to enforce the terms of the lease. Here, plaintiff has presented an invoice from his attorney for \$2,835.00 in fees and court costs of \$548.03. In reviewing the invoice, the court determines that 10 hours is a reasonable amount of time for services in this case therefore attorney's fees are reduced to \$2,250.00. Defendants are liable for fees and costs totaling \$2,798.03.

5. Judgment is entered for plaintiff and the defendants in the amount of \$8,023.39, which includes fees and costs. ($\$5100 + \$125.36 + \$2,250 + \548.03)

6. Copy of this order shall be faxed to each party's attorneys.

ENTERED: October 30, 2014



Thaddeus S. Machnik #1798
Thaddeus S. Machnik #1798

I hereby certify that the document to which this certification is affixed is a true copy.

Date 12-10-2014 *Dorothy Brown*

Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL

THADDEUS S. MACHNIK 1798 OCT 30 2014