2026 IL App (1st) 252022-U
No. 1-25-2022
Order filed November 6, 2026

**NOTICE:** This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT, SIXTH DIVISION

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BASSEM EL HALABI, Plaintiff-Appellant,

v.

COLUMBUS PLAZA VENTURE LLC, Defendant-Appellee.

Appeal from the Circuit Court of Cook County.
Honorable Arlene Y. Coleman Romeo, Judge, Presiding.
No. 24-M1-134060

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JUSTICE PUCINSKI delivered the judgment of the court.
Presiding Justice Gamrath and Justice Evans concurred in the judgment.

**ORDER**

¶ 1 *Held*: The trial court's judgment in defendant's favor on plaintiff's breach of contract claim was not against the manifest weight of the evidence.

¶ 2 Plaintiff Bassem El Halabi appeals *pro se* from the trial court's order entering judgment in defendant Columbus Plaza Venture LLC's favor on plaintiff's breach of contract complaint. Plaintiff alleged that defendant breached because they failed to maintain plaintiff's rented apartment in a habitable condition. On appeal, plaintiff argues that the judgment was against the manifest weight of the evidence where defendant failed to permanently repair defective windows which caused "direct and foreseeable" increased electricity billing. We affirm.

¶ 3 I. BACKGROUND

¶ 4 The record on appeal includes a common law record and bystander's reports submitted by plaintiff and the court in accordance with Illinois Supreme Court Rule 323(c) (eff. July 1, 2017).

¶ 5 On December 31, 2024, plaintiff filed *pro se* a small claims breach of contract complaint against defendant. Plaintiff alleged that defendant failed to repair a "preexisting issue" with the windows in plaintiff's apartment which, plaintiff alleged, violated the Chicago Residential Landlord and Tenant Ordinance (RLTO) requirement to maintain the property in a habitable condition. See Chicago Municipal Code § 5-12-070 (amended Nov. 6, 1991). Plaintiff requested $2,279 as reimbursement for additional heating expenses, legal fees, and compensation for "emotional distress."

¶ 6 On September 3, 2025, the matter proceeded to a bench trial.

¶ 7 Plaintiff testified that he signed a lease with defendant to rent an apartment from June 2023 to June 2024. The apartment had a combined HVAC unit, and plaintiff was instructed to maintain a temperature of 62 degrees Fahrenheit to prevent high electricity bills and the pipes from freezing and bursting in the winter. During a walk-through inspection of the apartment upon move in, plaintiff noticed "air leakage" and sealant damage on the living room and bedroom windows. No one acted when he first complained about the windows in June 2023. He claimed that under the RLTO, management was required to repair the issue within 14 days. Plaintiff conceded that a third-party contractor completed a "small repair" and placed sealant on the windows.

¶ 8 Plaintiff experienced "no problem" in the summer. His electricity bill averaged $47 from June 2023 to September 2023 but increased to $220 in October 2023. Plaintiff stopped paying his electricity bill that same month. Plaintiff argued that defendant's instruction to continuously run the HVAC system caused the "sharp rise" in the electricity bill. He also argued that his bill was

higher than that of his neighbors and submitted reports from ComEd comparing his electricity consumption to his neighbors' consumption.

¶ 9 Amy Fischer, defendant's on-site community manager, appeared on behalf of defendant. She testified that plaintiff leased one of the property's larger units and was advised of the heating requirements when he signed the lease. Plaintiff submitted work orders for the windows "a few times." For one order, plaintiff denied maintenance workers access to his apartment because he was not given proper notice. A third-party contractor inspected the windows and repaired the sealant on the windows twice. Defendant replaced and resealed the windows in November 2023 and December 2023. Plaintiff continued to complain about his electricity bill.

¶ 10 Fischer testified that under the RLTO, plaintiff was required to give 14-day written notice to defendant's management company regarding the issue with the windows. Plaintiff failed to provide the required notice and only submitted a work order, which management subsequently addressed. In an email dated June 6, 2024, plaintiff asked management to stop scheduling appointments for workers to reevaluate the problem and refused to identify exactly where air was leaking into the apartment after workers had caulked the windows.

¶ 11 According to Fischer, larger units commonly had higher electricity bills depending on tenant needs. Plaintiff failed to use the recommended HVAC settings in his apartment and stated that he only operated the HVAC unit when he was home to conserve energy.

¶ 12 Defendant submitted an email communication from June 11, 2024, between Fischer and a ComEd employee where Fischer inquired about a possible reason for plaintiff's increased bill. The ComEd employee replied, "I would say the HVAC is where he is getting hit." Fischer testified that other possible reasons for plaintiff's increased electricity bill could have been the change in seasons and his nonpayment of the bill after a certain time.

¶ 13 The trial court entered judgment in defendant's favor, finding that plaintiff failed to prove by a preponderance of the evidence that defendant failed to repair the windows or that the condition of the windows was the sole reason for plaintiff's increased electricity billing.

¶ 14 Plaintiff timely appealed.

¶ 15 On June 3, 2026, we entered an order taking this case for consideration on the record and plaintiff's *pro se* brief only. See *First Capital Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976) ("[I]f the record is simple and the claimed errors are such that the court can easily decide them without the aid of an appellee's brief, the court of review should decide the merits of the appeal.").

¶ 16 II. ANALYSIS

¶ 17 On appeal, plaintiff contends that the trial court's judgment in defendant's favor was against the manifest weight of the evidence where plaintiff showed that defendant failed to permanently repair his apartment's defective windows which caused "direct and foreseeable" increased electricity billing.

¶ 18 A judgment is against the manifest weight of the evidence "only when the findings appear to be unreasonable, arbitrary, or not based on evidence, or when an opposite conclusion is apparent." *Vaughn v. City of Carbondale*, 2016 IL 119181, ¶ 23. This is so because "the trial judge, as a trier of fact, is in a superior position to observe witnesses, judge their credibility, and determine the weight their testimony should receive." *Battaglia v. 736 N. Clark Corp.*, 2015 IL App (1st) 142437, ¶ 23.

¶ 19 Section 5-12-070 of the RLTO provides 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." Chicago Municipal Code § 5-12-070 (amended Nov.

6, 1991). Section 5-12-110 of the RLTO extends the landlord's obligation to include a duty to maintain windows in "sound condition" and the failure to do so constitutes "material noncompliance" with the above provision. *Id*. § 5-12-110 (amended Sept. 6, 2017). The landlord's "material noncompliance" allows the tenant to tender written notice to the landlord "specifying the acts *** constituting the material noncompliance and specifying that the rental agreement will terminate on a date not less than 14 days after receipt of the notice by the landlord, unless the material noncompliance is remedied by the landlord within the time period specified in the notice." *Id*. § 5-12-110(a) (amended Sept. 6, 2017).

¶ 20 If the landlord fails to remedy the material noncompliance "within the time period so specified in the notice, the rental agreement shall terminate, and the tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the time period specified in the notice." *Id*. The tenant may also recover damages resulting from the landlord's material noncompliance. *Id*. § 5-12-110(e) (amended Sept. 6, 2017).

¶ 21 Here, the trial evidence established that plaintiff failed to provide defendant with the required written notice regarding any issue with the windows. Instead, plaintiff merely submitted work orders, which defendant completed. Additionally, plaintiff conceded that a third-party contractor inspected and repaired the windows, including repairing the sealant around the windows. Defendant also replaced and resealed the windows in November 2023 and December 2023. As such, despite plaintiff's contentions, he failed to show that defendant failed to repair the windows or that the court erred in concluding that plaintiff failed to prove this contention.

¶ 22 Moreover, Fischer testified that in response to one work order, plaintiff denied access to the apartment for "lack of notice" and, in June 2024, requested that management stop scheduling appointments for workers to evaluate the issue and refused to specify exactly where air was leaking

from the windows after they were caulked. Additionally, Fischer testified that plaintiff could have experienced increased electricity billing due to the size of his apartment, the change in seasons, his failure to maintain the recommended HVAC settings, and his nonpayment of the bill after a certain time. Based on the above, the court found that plaintiff failed to prove that the condition of the windows was the sole reason for his increased electricity billing. See *People v. Daniel*, 2022 IL App (1st) 182604, ¶ 102 (the trier of fact's role is to "assess the credibility of the witnesses, weigh the evidence presented, resolve conflicts in the evidence, and draw reasonable inferences from the evidence").

¶ 23 Based on the evidence in the record, a rational factfinder could determine that plaintiff failed to prove that the condition of the windows was the sole reason for plaintiff's increased electricity billing and that defendant failed to materially comply with the RLTO. Therefore, the trial court's ruling in defendant's favor was not against the manifest weight of the evidence. See *Vaughn*, 2016 IL 119181, ¶ 23.

¶ 24 III. CONCLUSION

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

¶ 26 Affirmed.