NOTICE
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2026 IL App (5th) 250731

NO. 5-25-0731

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

AMANDA LEIGH VERHAEG and GREGORY MICHAEL VERHAEG,	)	Appeal from the Circuit Court of Madison County.
Plaintiffs and Counterdefendants-Appellants,	)	
v.	)	No. 24-SC-2237
TYLER McELLIGOTT and MAC INVESTMENT GROUP, LLC,	)	Honorable Ronald S. Motil,
Defendants and Counterplaintiffs-Appellees.	)	Judge, presiding.

JUSTICE BOLLINGER delivered the judgment of the court, with opinion.
Justices Boie and McHaney concurred in the judgment and opinion.

OPINION

¶ 1 Plaintiffs, Amanda Verhaeg and Gregory Verhaeg, appeal the trial court's judgment in favor of defendants, Tyler McElligott[1] and MAC Investment Group, LLC. We affirm in part, reverse in part, and remand.

¶ 2 I. BACKGROUND

¶ 3 On August 12, 2023, the Verhaegs entered into a written residential lease agreement with MAC Investment Group LLC (MAC). The lease was for a period of nine months from September

[1]The complaint incorrectly spelled defendant's name as Tyler McElligot.

1, 2023, through May 31, 2024. The lease terminated by its own terms on May 31, 2024, and the Verhaegs vacated the premises on May 25, 2024.

¶ 4 On September 26, 2024, plaintiff, Amanda Verhaeg, filed a complaint against defendants Tyler McElligott and MAC, alleging defendants violated the Security Deposit Return Act (Act) (765 ILCS 710/1 (West 2022)). Counsel for defendants entered an appearance on December 16, 2024. On December 18, 2024, plaintiff was granted leave to file an amended complaint to add Greg Verhaeg as an additional plaintiff. The amended complaint was filed on January 17, 2025, on behalf of both Amanda and Greg Verhaeg. The amended complaint alleged, *inter alia*, that pursuant to the Act "defendants were required to provide an itemized statement and receipts/estimates within 30 days of vacating" and that plaintiffs were not provided a statement within that timeline. It also alleged that defendants "acted in bad faith by only returning $447 [of the $1,400 security deposit], failing to provide the required itemized statement or supporting receipts/estimates as mandated by 765 ILCS 710/1(b)," and by sending plaintiffs a letter "83 days after the 30-day statutory deadline." Plaintiffs' requested relief was the return of the remaining $953 of the security deposit and $2,800, twice the amount of the security deposit, as a penalty. According to the complaint, plaintiffs vacated the premises on May 25, 2024. On September 11, 2024, plaintiffs sent a formal letter to defendants demanding the return of the security deposit. On September 21, 2024, defendants returned $447 of the deposit.

¶ 5 On March 26, 2025, defendants filed an answer, affirmative defenses, and counterclaim. Defendants' counterclaim alleged damages caused by plaintiffs to the leased premises resulted in repair costs exceeding $500 and that plaintiffs failed to pay a $25/month pet rent, and defendants sought attorney fees and costs. Plaintiffs filed an answer and affirmative defenses to the counterclaim on May 2, 2025.

¶ 6 On May 7, 2025, the case proceeded to bench trial. Neither a transcript of the trial nor a bystander's report is contained within the record on appeal. The trial court entered the following order on May 9, 2025:

> "The above-captioned case was called for non-jury trial on May 7, 2025. The Plaintiff was present as a self-represented litigant. The Defendant was present with his attorney, Carol Sparks. After testimony of the parties and exhibits admitted into evidence, the Court took the matter under advisement. With regard to costs, Defendant[s'] counsel was advised to submit an affidavit of attorneys fees to the Court, with a copy to Plaintiff, by May 19, 2025. The Plaintiff shall submit a response to the claimed attorneys fees by May 27, 2025. Clerk to send copies."

¶ 7 Defendants filed an affidavit of attorney fees and costs on May 19, 2025. Plaintiffs filed a response to the affidavit of attorney fees and costs on May 27, 2025.

¶ 8 The trial court entered its judgment by written order on June 9, 2025. The June 9, 2025, order made findings of fact, *inter alia*, (1) that the parties entered into a lease agreement that required a $1,400 security deposit; (2) that plaintiffs significantly breached the lease agreement "by keeping unauthorized animals in the premises, physically damaged the premises, failed to surrender the premises in as good condition as when the Plaintiffs first moved in, and failed to pay utilities as required by the Lease Agreement;" (3) that plaintiffs moved out of the premises on May 25, 2024; (4) that defendants made repairs to the premises and paid the unpaid utilities; and (5) that defendants deducted the costs of repairs and payment of utility charges from plaintiffs' security deposit and returned the remaining $447 of the security deposit to plaintiffs by mailing a check on September 21, 2024, with a letter describing the repairs and costs. The trial court then found

> "that Defendants did not act in bad faith and that Plaintiffs failed to sustain their burden of proof that the Defendants had violated the Illinois Security Deposit Return Act. The testimony of the Defendants revealed that it took additional time to compile the total amount of the cost of repairs to the premises since most of the damage was not discovered until the Plaintiffs had surrendered the premises. Further, the costs of the unpaid utility charges took additional time to completely ascertain how much remained unpaid. The Court further finds that the Defendants did not refuse to supply an itemized statement to the Plaintiffs and did not supply the statement in bad faith."

The trial court entered judgment on the amended complaint in favor of the defendants and against plaintiffs. The trial court also denied the defendants' counterclaim and request for attorney fees.

¶ 9 Plaintiffs filed a motion to reconsider the judgment on July 9, 2025. The motion to reconsider alleged that "Defendants did not raise any justification for the delay. In its final ruling, however, the Court introduced a new explanation—that the damages were so extensive as to have caused the delay—which was not supported by the record or offered by Defendants during the proceedings." A hearing on the motion to reconsider was held on August 12, 2025. Neither a transcript of this hearing nor a bystander's report is contained within the record on appeal. The circuit court entered a written order on August 12, 2025, denying the motion to reconsider. Plaintiffs filed a timely notice of appeal. Defendants did not appeal the trial court's denial of their counterclaim and request for attorney fees.

¶ 10 II. ANALYSIS

¶ 11 Plaintiffs are self-represented on appeal. They filed a single appellants' brief, which raises the following issues, which all stem from the judgment following the bench trial: (1) whether the trial court erred by "excusing the Defendant's [*sic*] undisputed noncompliance with the 30-day itemization and 45-day return requirements of 765 ILCS 710/1," (2) whether the trial court erred by "applying a subjective 'bad faith' standard to an objective statutory claim under 765 ILCS 710/1," and (3) whether the "trial court made a mistake by placing the burden on Plaintiffs, even though 765 ILCS 710/1 places the burden of demonstrating timely, documented compliance on the landlord."

¶ 12 Before turning to the merits, we note that the record on appeal in this case does not contain a report of proceedings or an acceptable substitute such as a bystander's report or an agreed statement of facts. See Ill. S. Ct. R. 323(c), (d) (eff. July 1, 2017). The appellant bears the burden of presenting an adequate record to support any claimed errors, and any doubts arising from an inadequate record will be construed against the appellant. *People v. Hunt*, 234 Ill. 2d 49, 58 (2009). Where, as here, the record on appeal is incomplete, we will not speculate as to what, if any, errors the circuit court may have committed. *Smolinski v. Vojta*, 363 Ill. App. 3d 752, 757 (2006). Instead, we will " 'indulge in every reasonable presumption favorable to the judgment from which the appeal is taken, including that the [circuit] court ruled or acted correctly.' " *Id.* at 757-58 (quoting *People v. Majer*, 131 Ill. App. 3d 80, 84 (1985)).

¶ 13 A. Security Deposit

¶ 14 In the trial court, plaintiffs sought a judgment in the amount of $953 for the return of the remaining security deposit plus $2,800 as a penalty pursuant to the Act. On appeal, plaintiffs contend the trial court erred in failing to award $953 to them because the evidence established that defendants failed to provide an itemized statement of damages within 30 days of plaintiffs vacating the premises. Additionally, plaintiffs argue that the landlord bears the burden of proving compliance with the Act. Defendants' response alleges that the Act does not impose automatic liability when a landlord fails to return a deposit or provide an itemized statement because "the first six words of the statute" are " '[e]xcept as provided in subsection (b).' "

¶ 15 The parties disagree on the applicable standard of review. Resolving the issues presented in this appeal requires both statutory construction and a determination of whether the judgment following the bench trial was supported by the manifest weight of the evidence.

¶ 16 The standard of review following "a bench trial is whether the judgment is against the manifest weight of the evidence." *Camelot, Inc. v. Burke Burns & Pinelli, Ltd.*, 2021 IL App (2d) 200208, ¶ 50. When sitting as the trier of fact in a bench trial, the trial court makes findings of fact and weighs all the evidence to reach a conclusion. *Nokomis Quarry Co. v. Dietl*, 333 Ill. App. 3d 480, 483-84 (2002). "When a party challenges a trial court's bench-trial ruling, we defer to the trial court's factual findings unless they are contrary to the manifest weight of the evidence." *Id.* at 484. When applying this standard of review, we give great deference to the trial court's credibility determinations, and we will not substitute our judgment for that of the trial court " 'because the fact finder is in the best position to evaluate the conduct and demeanor of the witnesses.' " *Staes & Scallan, P.C. v. Orlich*, 2012 IL App (1st) 112974, ¶ 35 (quoting *Samour, Inc. v. Board of Election Commissioners of Chicago*, 224 Ill. 2d 530, 548 (2007)). "A factual finding is against the manifest weight of the evidence when the opposite conclusion is clearly evident or the finding is arbitrary, unreasonable, or not based in evidence." *Samour, Inc.*, 224 Ill. 2d at 544. The trial court's findings and judgment will not be disturbed "if there is any evidence in the record to support such findings." *Brown v. Zimmerman*, 18 Ill. 2d 94, 102 (1959).

¶ 17 A matter of statutory construction is reviewed *de novo*. *People v. Taylor*, 2023 IL 128316, ¶ 45. "The primary goal of statutory construction, to which all other rules are subordinate, is to ascertain and give effect to the intention of the legislature." *Jackson v. Board of Election*

Commissioners of Chicago, 2012 IL 111928, ¶ 48. The best indication of the legislative intent is the plain language of the statute. *People v. Rios*, 2023 IL App (5th) 230724, ¶ 9. "The statute should be evaluated as a whole, with each provision construed in connection with every other section. When the statutory language is clear, we must apply the statute as written without resort to other tools of construction." *Jackson*, 2012 IL 111928, ¶ 48.

¶ 18 Plaintiff's complaint is premised upon section 1 of the Act, which provides:

> "(a) Except as provided in subsection (b), a lessor[2] of residential real property who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased premises may not withhold any part of that deposit as reimbursement for property damage unless the lessor has, within 30 days of the date that the lessee vacated the leased premises *** furnished to the lessee, by personal delivery, by postmarked mail directed to his or her last known address, or by electronic mail to a verified electronic mail address provided by the lessee, an itemized statement of the damage allegedly caused to the leased premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair or replace any damage or damaged items caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair or replace such damage or damaged items. If estimated cost is given, the lessor shall furnish to the lessee, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee, paid receipts, or copies thereof, within 30 days from the date the statement showing

[2]A lessor is commonly referred to as a landlord, and a lessee is commonly referred to as a tenant. For consistency and ease of understanding, we will use "landlord" and "tenant," as the parties do, unless quoting legal authority.

estimated cost was furnished to the lessee, as required by this Section. *** If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises, delivered in person or by postmarked mail directed to the last known address of the lessee or another address provided by the lessee. ***

(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost.

(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees." 765 ILCS 710/1 (West 2024).

¶ 19 The plain language of section 1(a) of the Act (*id.* § 1(a)) provides that, within 30 days of the date the tenant vacates the premises, the landlord must provide the tenant an itemized statement of the damage and an estimated or actual cost, with paid receipts, for repairing or replacing each item on the statement. If an estimated cost is given, the landlord has 30 days from the date of the itemized statement to provide paid receipts. If no statement and receipts are provided to the tenant, the landlord shall return the full security deposit to the tenant within 45 days of the date the premises were vacated.

¶ 20 Defendants contend that section 1 of the Act does not impose "strict liability" on landlords for failing to return a deposit or provide an itemized statement. Defendants' reliance on section 1(b) of the Act (*id.* § 1(b)) in support of this position is misplaced. Section 1(b) states:

> "(b) If, through no fault of the lessor, the lessor is unable to produce as required in subsection (a) receipts for repairs or replacements, or copies thereof, then the lessor shall produce an itemized list of the cost of repair or replacement, any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost." *Id.*

The plain language of section 1(b) provides for instances in which a landlord is unable to provide receipts or copies of receipts. If this occurs, through no fault of the landlord, receipts or copies thereof need not be produced within the 30-day time period contemplated in section (1)(a). However, even if those receipts or copies of receipts may not be available to the landlord within that timeframe, section (1)(a) still requires that the landlord produce "an itemized statement of the damage allegedly caused to the leased premises and the estimated or actual cost for repairing or replacing each item on that statement." *Id.* § 1(a). Moreover, section 1(b) requires that the landlord also produce "any other evidence the lessor has of the cost, and a verified statement of the lessor or the agent of the lessor detailing the specific reasons why the lessor is unable to produce the required receipts or copies and verifying that the lessor has provided all other evidence the lessor has of the cost." *Id.* § 1(b). Section 1(b) does not extend the timelines created by section 1(a) of the Act. Rather, it creates a safety net for landlords in the event records are unavailable due to something beyond their control.

¶ 21 Defendants also cite *Mallah v. Barkauskas*, 130 Ill. App. 3d 815 (1985), to further support their position that automatic liability is not imposed when a landlord fails to meet the deadlines set forth in the Act. However, their reliance on this case is also misplaced. In *Mallah*, an earlier version of the Act was in place, which provided as follows:

> "101. Withholding security deposit—Statement of damages—Liability of Lessor
>
> § 1. A lessor of residential real property, containing 10 or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any party of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises.
>
> Upon a finding by the circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits

> provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees." Ill. Rev. Stat. 1983, ch. 80, ¶ 101.

This version is substantially similar to the current version of the Act, with the current version of the Act adding the safety net for instances when landlords are unable to provide receipts through no fault of their own.

¶ 22 In *Mallah*, the tenants vacated the premises on August 31, 1983. On September 19, 1983, the landlord mailed the tenants a letter providing an estimated cost of repairs for damage to the premises. The landlord served copies of the receipts for the actual costs on the tenants 33 days after mailing the initial estimate letter. *Mallah*, 130 Ill. App. 3d at 816. The circuit court found that the landlord substantially complied with the statute and entered judgment in favor of the landlord. However, the *Mallah* court reversed and found that the tenants were entitled to the full return of their security deposit.

> "Although defendant [landlord] timely furnished the initial estimate of damages, he failed to provide the substantiating receipts within 30 days thereafter and was then required to return plaintiffs' deposit. Defendant's remedy in the event he was unable to obtain the receipts within the required time, despite his best efforts, was to refund the deposit and commence an action for damages against plaintiffs, which would not be barred by defendant's failure to comply with the requirements of the statute on security deposits." *Id.* at 818.

¶ 23 Additionally, plaintiffs contend the trial court erred in finding that it was plaintiffs' burden to prove that defendants violated the Act, and they argue the defendants bear the burden of proving compliance. However, the burden of proof in a civil proceeding generally rests on the party seeking relief. *People v. Orth*, 124 Ill. 2d 326, 337 (1988). The Act does not contain language shifting the burden of proof regarding compliance with the Act to a defendant-landlord.

¶ 24 Accordingly, based on the plain language of the Act and the *Mallah* decision, we hold that the landlord must return the entire security deposit if the tenant proves that the Act was not complied with. Next, we must determine whether the weight of the evidence in this case supports the trial court's finding that the plaintiffs failed to meet their burden of proving that defendants violated the Act.

¶ 25 As noted above, we do not have a transcript of the bench trial within the record on appeal. However, the exhibits admitted into evidence at the bench trial are a part of the record on appeal. Plaintiffs' exhibit C is a letter dated September 11, 2024, from plaintiffs to McElligott requesting the full return of the $1,400 security deposit because the 45-day period following their vacation of the premises ended on July 15, 2024. Plaintiffs' exhibit D is a copy of a cashed check dated September 20, 2024, in the amount of $447 paid by MAC to plaintiffs.

¶ 26 Defendants' exhibit D-4 is an undated letter from McElligott to plaintiffs, which states, *inter alia*, as follows:

> "Thank you for being patient with me and I apologize for the delay of this action. It took me some time to complete the repairs to the residence due to contractor schedules. We received your letter and below is a list of the damages and unpaid bills attributed to your time at the residence outside of normal wear and tear conditions. *** Remaining deposit amount of $447 dollars is returned in the form of a check made payable to you from Mac Investment Grp.
>
> Damages to the residence: $771

Split through 2 different checks made payable to separate contractors for materials and time: $199.50 on 8/20/24 and $375 on 6/17/24 as well as the cost for new blinds $197 charged back as material cost only. ***

Unpaid Utility Bills to the City of Edwardsville in Greg name: $282"

Defendants' exhibit D-5 is a receipt for the payment of $199.50 to Jerry Eldridge for repairs made on July 13 and 14, 2024. Defendants' exhibit D-9 is a receipt for the payment of $375 to BJP Property Services, LLC, for handyman services performed from June 1 through June 15, 2024. Exhibit D-12 is a receipt from Lowe's dated June 7, 2024, for $168.13.

¶ 27 Based on the documentary evidence submitted to the trial court, the evidence established that defendants failed to comply with the requirements of the Act. Defendants did not send an itemized statement until September 2024, well beyond the initial 30-day period following the plaintiffs vacating the premises on May 25, 2024. As such, it was against the manifest weight of the evidence to find that plaintiffs did not sustain their burden of proving defendants failed to comply with the Act. We reverse the portion of the trial court's order that found plaintiffs failed to sustain their burden of proof that defendants violated the Act. We remand the cause with directions that judgment for $953 be entered in favor of plaintiffs.

¶ 28 B. Bad Faith Penalty

¶ 29 On appeal, plaintiffs also contend the trial court erred in applying a "bad faith" standard to the underlying claim. Plaintiffs argue that "[s]ubsection (c) imposes a penalty when these objective deadlines are not met. The statute does not make the landlord's subjective 'good faith' or 'bad faith' relevant to whether a violation occurred."

¶ 30 Section 1(c) of the Act provides:

> "(c) Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees." 765 ILCS 710/1(c) (West 2024).

According to the Act's plain language, for the penalty to be imposed, the trial court must find two factors present. The trial court must find that either the landlord "has refused to supply the itemized statement" *or* "has supplied such statement in bad faith" (Factor 1). *Id.* In addition to Factor 1, the trial court must also find that the landlord "has failed or refused to return the amount of the security deposit due within" 45 days (Factor 2). *Id.*

¶ 31 As to Factor 1, the trial court's June 9, 2025, order found, *inter alia*, as follows:

> "[T]he Court finds that Defendants did not act in bad faith and that Plaintiffs failed to sustain their burden of proof that the Defendants had violated the Illinois Security Deposit Return Act. *** The Court further finds that the Defendants did not refuse to supply an itemized statement to the Plaintiffs and did not supply the statement in bad faith."

As to Factor 2, the trial court's order found $447 of the security deposit was returned to plaintiffs on September 21, 2024. Further, the documentary evidence in this case establishes as to Factor 2 that the landlord made a partial return of the security deposit more than three months after the tenants vacated the premises. Accordingly, the landlord failed to return the full amount of the security deposit owed within the 45 days provided in the Act.

¶ 32 Plaintiffs contend that the penalty should apply when the Act's "objective deadlines are not met." However, as to Factor 1, the plain language of the statute indicates that the legislature intended more than noncompliance with the Act's deadlines for the penalty to be imposed. Rather, a determination must be made as to whether the landlord either *refused* to provide a statement or acted in bad faith in providing one. As to the former, the act of refusal requires more than mere noncompliance. We also note that the legislature used the phrase "failed or refused" as to the return of the security deposit (Factor 2) but omitted the word "failed" as to supplying the itemized statement (Factor 1).

¶ 33 To refuse, or refusal, means "[t]he denial or rejection of something offered or demanded." Refusal, Black's Law Dictionary (12th ed. 2024). The finding that someone acted in bad faith requires a determination of whether the conduct was vexatious, unreasonable, or outrageous. *Ikari v. Mason Properties*, 314 Ill. App. 3d 222, 227 (2000). Both potential findings of refusal and bad faith require the trier of fact, in this case the trial court, to make findings of fact.

¶ 34 In this case, the trial court made explicit findings of fact that the landlord did not refuse to supply a statement and did not supply the statement in bad faith. "[W]e defer to the trial court's factual findings unless they are contrary to the manifest weight of the evidence." *Nokomis Quarry Co.*, 333 Ill. App. 3d at 484. This deference is extended "because the fact finder is in the best position to evaluate the conduct and demeanor of the witnesses." *Samour, Inc.*, 224 Ill. 2d at 548.

¶ 35 Additionally, the transcript of the bench trial is not contained within the record on appeal. Unlike the first issue, the determination of whether the defendants failed to supply a statement or acted in bad faith in supplying the statement cannot be made solely from the documentary evidence in this case. The trial court's credibility determinations, based on the evaluation of and demeanor of witnesses, are also necessary. Because the appellant bears the burden of presenting an adequate record to support any claimed errors, any doubts arising from an inadequate record will be construed against the appellant. *Hunt*, 234 Ill. 2d at 58. Whereas here, the record on appeal is incomplete and fails to demonstrate the trial court erred in making its findings of fact, we must presume the trial court ruled correctly. *Smolinski*, 363 Ill. App. 3d at 757-78. Accordingly, we affirm the portion of the trial court's order finding that defendants did not refuse to supply a statement and did not supply a statement in bad faith. Therefore, plaintiffs are not entitled to the penalty provision of the Act, which provides for twice the security deposit plus costs and reasonable attorney fees.

¶ 36 III. CONCLUSION

¶ 37 For the foregoing reasons, we affirm the trial court's finding that the defendants did not fail to provide a statement and did not provide a statement in bad faith. We reverse the portion of the trial court's order that found plaintiffs failed to sustain their burden of proof that defendants violated the Act. We remand the cause with directions that judgment for $953 be entered in favor of plaintiffs.

¶ 38 Affirmed in part, and reversed in part; cause remanded with directions.

***Verhaeg v. McElligott*, 2026 IL App (5th) 250731**

Decision Under Review:	Appeal from the Circuit Court of Madison County, No. 24-SC-2237; the Hon. Ronald S. Motil, Judge, presiding.
Attorneys for Appellant:	Amanda Verhaeg and Gregory Verhaeg, of Alton, appellants *pro se*.
Attorneys for Appellee:	Carol L. Sparks, of Beckemeier LeMoine Law, of Troy, for appellees.