

No. 1-15-2492

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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TRIPLE M. MAZEL, LLC,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Cook County.
	)	
v.	)	
	)	
LYNDA BARNES, BETTY COLEMAN, JOSEPH	)	No. 15 M1 705372
CAMPBELL, and UNKNOWN OCCUPANTS,	)	
	)	
Defendants,	)	Honorable
	)	Israel A. Desierto,
(Joseph Campbell, Defendant-Appellant.)	)	Judge Presiding.

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JUSTICE ELLIS delivered the judgment of the court.  
Presiding Justice McBride and Justice Howse concurred in the judgment.

**ORDER**

¶ 1 *Held:* Summary judgment for plaintiff in forcible entry and detainer suit affirmed. Defendant failed to create genuine issue of material fact concerning plaintiff's right to possess property plaintiff had obtained via foreclosure, where defendant simply attached unauthenticated document purporting to be partial copy of lease and his affidavit did not allege that he had leased property, defendant failed to show that plaintiff did not comply with requirements for serving demand for possession, and defendant failed to show that plaintiff lacked standing to pursue action. Nor did plaintiff's evidence in support of summary judgment violate rules relating to affidavits in support of summary judgment.

¶ 2 Defendant Joseph Campbell, acting *pro se*, appeals from the trial court's award of summary judgment for plaintiff Triple M. Mazel, LLC (and the court's simultaneous denial of defendant's cross-motion for summary judgment) in plaintiff's forcible entry and detainer

lawsuit. Plaintiff had obtained the property, a residential building located at 11408 South Loomis Street in Chicago, via a judicial sale. Plaintiff sought to evict the individuals residing at the property, including defendant. Defendant claimed that plaintiff could not evict him because he had a valid lease that had not yet expired.

¶ 3 Defendant claims that the trial court erred in awarding plaintiff summary judgment because: (1) plaintiff could not evict him during the term of his lease; (2) plaintiff failed to properly serve him with its demand for possession of the premises; (3) plaintiff failed to support its motion for summary judgment with an affidavit pursuant to Illinois Supreme Court Rule 191 (eff. Jan. 4, 2013); and (4) plaintiff lacked standing to pursue the forcible entry and detainer suit.

¶ 4 We affirm. Defendant's sole evidence of his tenancy was an unauthenticated document that purported to be a partial front page of a lease. His affidavit made no mention of a lease or his tenancy; it simply said that he resided at the property. In the absence of any authenticated documentation or sworn statements to support his claim, defendant failed to create a genuine issue of material fact concerning his right to retain possession of the property during the existence of his lease.

¶ 5 We also conclude that plaintiff properly served defendant with its demand for possession of the premises where it filed a special process server's affidavit stating that the server posted a copy of the demand on the property. Nor has defendant shown any violation of Rule 191, where plaintiff's affidavits complied with the requisites of that rule. And plaintiff sufficiently established its standing by presenting evidence showing that it had obtained ownership of the property through the foreclosure proceedings.

¶ 6

## I. BACKGROUND

¶ 7 After obtaining the property in a judicial sale, plaintiff filed this forcible entry and detainer lawsuit against defendants Betty Coleman and Lynda Barnes, alleging that Coleman and Barnes "continue[d] to occupy the property without any right or tenancy." Plaintiffs also listed "all unknown occupants" as defendants in the complaint.

¶ 8 An affidavit of service authored by the Cook County Sheriff indicated that a deputy sheriff attempted to serve "all unknown occupants" with a copy of the summons and complaint on March 20, March 25, and March 30, 2015, but did not make contact.

¶ 9 The trial court granted plaintiff's motion to appoint a special process server to serve the unknown occupants with notice of the lawsuit. The special process server's affidavit indicated that, on May 4, 2015, he left a copy of the summons and complaint at 11408 South Loomis with Ashley Coleman. The server listed Coleman's relationship to the unknown occupants as "roommate" and said that Coleman was 40 years old.

¶ 10 On May 28, 2015, defendant, acting *pro se*, filed an appearance, indicating that he was one of the "unknown occupants" of the property. Defendant requested a jury trial.

¶ 11 Plaintiff filed a motion for summary judgment. Plaintiff alleged that the property had been sold at a judicial sale at which Sweet Home Chicago, LLC was the buyer. Plaintiff claimed that it had received the property from Sweet Home Chicago, LLC via an assignment, and that a judicial deed had been issued to plaintiff.

¶ 12 Plaintiff also alleged that defendant had no lease and "occup[ied] the property as a tenant at sufferance." Thus, plaintiff claimed, it could terminate defendant's tenancy at any time. Plaintiff asked that the court award it summary judgment and possession of the property.

¶ 13 Plaintiff attached five documents to the motion for summary judgment: (1) an order approving the judicial sale of the property to Sweet Home Chicago, LLC entered in case number

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13 CH 8607; (2) a document titled, "Assignment," that purported to transfer Sweet Home Chicago, LLC's interest in the property to plaintiff; (3) a selling officer's deed conveying the property to plaintiff pursuant to the judgment of foreclosure in case number 13 CH 8607; (4) a demand for immediate possession addressed to "Blonzella Campbell a/k/a Blonzella Coleman Campbell a/k/a Blonzella C. Campbell," and "Unknown Occupants"; and (5) a return of service for the demand for immediate possession that said that Eric Blohm of STO Investigations, Inc. "attached" a copy of the demand "to a conspicuous place on the property." Plaintiff did not include any affidavits with its motion for summary judgment.

¶ 14 Defendant filed a response to plaintiff's motion for summary judgment combined with his own cross-motion for summary judgment. Defendant alleged that plaintiff's forcible entry and detainer suit was improper because he "ha[d] a bona fide lease and the rent [was] current." He alleged that he "attached the bona fide lease with current rent receipts" to his motion. Defendant argued that plaintiff had not given him 90 days' notice to vacate the property, or any notice at all.

¶ 15 Defendant attached his affidavit to the motion, alleging that he "did not receive any notice to vacate the premises, or a 90 day [notice] to vacate pursuant to 735 ILCS 5/15-1224(c) prior to Plaintiff's forcible eviction \*\*\* action." He also claimed that he "reside[d] at the property," and had never seen "any posting on the outside of the property" or received any mailed notices about the foreclosure. He also asserted that he "was never a party named in the foreclosure."

¶ 16 Defendant also attached a document—a single page that appears to be part of a longer document—that he claimed was his lease. Defendant was listed as the tenant and Blonzella Coleman was listed as the landlord. The lease had a three-year term from June 1, 2013 through

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May 31, 2016 and a monthly rent of \$500. It also said that defendant had the option to purchase the property after April 1, 2014.

¶ 17 Plaintiff filed a response to defendant's cross-motion for summary judgment. Plaintiff claimed that "[t]he Defendant in the foreclosure case was Blonzella Campbell who is a family member of [defendant, who] is still residing on the property." Plaintiff claimed that defendant was not entitled to notice because he did not have a *bona fide* lease, "any rental agreement that he claims to have is between a family member [*sic*] and not the result of an arms length transaction," and he had not paid market rent for the property. Plaintiff also argued that defendant "fail[ed] to state how much rent has been paid or to whom or provide any documentation to support his payment of rent." Plaintiff noted that section 9-107.5 of the Code of Civil Procedure (735 ILCS 5/9-107.5 (West 2014)) required that unknown occupants, like defendant, bear the burden of proving their legal right to continued possession.

¶ 18 Plaintiff attached an affidavit from Ari Cohen, plaintiff's manager, to its response. Cohen claimed to have personal knowledge of the assertions in his affidavit. Cohen said that Sweet Home Chicago, LLC had purchased the property at a judicial sale and had then assigned it to plaintiff. He also alleged that a judicial deed was then issued to plaintiff. Cohen claimed that defendant "was not entitled to any notice because he [was] a tenant at sufferance." Cohen added, "[Defendant] has never provided to us any evidence of a lease and has never offered to pay any rent." Finally, Cohen alleged that market rent at the property was \$1,250 per month.

¶ 19 Plaintiff also attached the same documents to its response that it had previously attached to its motion for summary judgment.

¶ 20 In defendant's reply to plaintiff's response to his cross-motion for summary judgment, defendant alleged that plaintiff had failed to comply with the requirements of section 9-104 of

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the Code of Civil Procedure (735 ILCS 5/9-104 (West 2014)), which requires a party pursuing a forcible entry and detainer suit to serve a demand on the tenant prior to filing suit. Defendant also claimed that Cohen's affidavit was invalid because it was not notarized and "also ha[d] a different name that was on the document which \*\*\* was scratched out."

¶ 21 A hearing was held on the cross-motions for summary judgment, but the record on appeal contains no transcript of that proceeding. In a one-page, handwritten order, the trial court granted plaintiff's motion for summary judgment and denied defendant's cross-motion for summary judgment. Defendant filed this appeal.

¶ 22

## II. ANALYSIS

¶ 23

### A. Eviction During Tenancy

¶ 24 Defendant first argues that plaintiff could not evict him while he had a lease on the property. He notes that he included a copy of his lease with his motion for summary judgment, which, according to defendant, was sufficient to create a genuine issue of material fact regarding his tenancy.

¶ 25 Summary judgment is appropriate where, when viewed in the light most favorable to the nonmoving party, the pleadings, depositions, admissions, and affidavits on file reveal that there is no genuine issue of material fact, and that the moving party is entitled to judgment as a matter of law. *Hall v. Henn*, 208 Ill. 2d 325, 328 (2003). When reviewing a trial court's award or denial of summary judgment, we must construe pleadings, depositions, admissions, exhibits, and affidavits strictly against the moving party and liberally in favor of the non-moving party. *Pyne v. Witmer*, 129 Ill. 2d 351, 358 (1989). The standard of review for the entry of summary judgment is *de novo*. *Hall*, 208 Ill. 2d at 328.

¶ 26 When, as in this case, the parties file cross-motions for summary judgment, "they agree that only a question of law is involved and invite the court to decide the issues based on the record." *Pielet v. Pielet*, 2012 IL 112064, ¶ 28. But the mere filing of cross-motions for summary judgment does not conclusively establish that there is no issue of material fact, nor does it obligate a court to render summary judgment. *Id.*

¶ 27 Defendant's arguments center on whether he had leased the property that plaintiff had obtained via the foreclosure proceedings. A final order in a foreclosure case does not terminate a lease held on the mortgaged property unless the lessee was made a party to the foreclosure proceedings. 735 ILCS 5/15-1701(e) (West 2014); *Fifth Third Mortgage Co. v. Foster*, 2013 IL App (1st) 121361, ¶ 11. Otherwise, a purchaser at a judicial sale may not terminate "a *bona fide* lease of a dwelling unit in residential real estate in foreclosure" except via a forcible entry and detainer action. 735 ILCS 5/15-1701(i) (West 2014). And section 9-207.5(a) of the Code of Civil Procedure provides that a party who receives a property via foreclosure may not pursue a forcible entry and detainer suit against a *bona fide* lessee until the lease has expired:

"A mortgagee, receiver, holder of the certificate of sale, holder of the deed issued pursuant to that certificate, or, if no certificate or deed was issued, the purchaser at a judicial sale under Section 15-1507 of this Code, who assumes control of the residential real estate in foreclosure, as defined in Section 15-1225 of this Code, may terminate a bona fide lease, as defined in Section 15-1224 of this Code, only: (i) *at the end of the term of the bona fide lease, by no less than 90 days' written notice* or (ii) in the case of a bona fide lease that is for a month-to-month or week-to-week term, by no less than 90 days' written notice." (Emphasis added.) 735 ILCS 5/9-207.5(a) (West 2014).

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Section 15-1224 of the Code of Civil Procedure (735 ILCS 5/15-1224(a) (West 2014)) defines a *bona fide* lease as:

"[A] lease of a dwelling unit in residential real estate foreclosure for which:

(1) the mortgagor or the child, spouse, or parent of the mortgagor is not the tenant;

(2) the lease was the result of an arms-length transaction;

(3) the lease requires the receipt of rent that is not substantially less than fair market rent for the property or the rent is reduced or subsidized pursuant to a federal, State, or local subsidy; and

(4) either (i) the lease was entered into or renewed on or before the date of the filing of the *lis pendens* on the residential real estate in foreclosure pursuant to Section 2-1901 of this Code or (ii) the lease was entered into or renewed after the date of the filing of the *lis pendens* on the residential real estate in foreclosure and before the date of the judicial sale of the residential real estate in foreclosure, and the term of the lease is for one year or less."

¶ 28 Thus, the central question in this case is whether defendant had a *bona fide* lease on the property. If he did, then plaintiff could not have pursued its forcible entry and detainer suit against him until his lease expired.

¶ 29 Defendant attached two exhibits to his combined response to plaintiff's motion for summary judgment and cross-motion for summary judgment: (1) his affidavit, in which he said he "reside[d] at the property"; and (2) a single-page document that appeared to be cut off at the bottom, labeled "Chicago Apartment Lease," which had a term of June 1, 2013 through May 21, 2016. The document listed the rent, the location of the leased premises, the landlord's address,

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the name and address of the property manager, and the bank where defendant's security deposit would be deposited. The lease appeared to be signed by defendant and Coleman.

¶ 30 When a party relies on a document attached to his motion for summary judgment, that party must present evidence to authenticate the document, *i.e.*, evidence " 'to demonstrate that the document is what its proponent claims it to be.' " *CCP Limited Partnership v. First Source Financial, Inc.*, 368 Ill. App. 3d 476, 484 (2006) (quoting *Anderson v. Human Rights Commission*, 314 Ill. App. 3d 35, 42 (2000)). "Without proper authentication no document is admissible," and, when considering a motion for summary judgment, "the court must not consider any evidence that would be inadmissible at trial." *CCP Limited Partnership*, 314 Ill. App. 3d at 484. "Usually the proponent establishes the identity of the document 'through the testimony of a witness who has sufficient personal knowledge to satisfy the trial court that a particular item is, in fact, what its proponent claims it to be.' " *Id.* (quoting *Kimble v. Earle M. Jorgenson Co.*, 358 Ill. App. 3d 400, 415 (2005)).

¶ 31 In this case, defendant failed to present any evidence—direct or circumstantial—to authenticate the purported lease. His affidavit made no mention of the lease, let alone that it was an accurate copy of any lease he had at the property. Nor did defendant's affidavit alone establish a question of fact regarding the existence of a lease. Defendant did not say that he was a tenant at the property; his affidavit simply states that he "reside[d] at the property." Residency is not the same as tenancy, much less tenancy pursuant to a *bona fide* lease.

¶ 32 We also cannot be sure what, if anything, defendant told the trial court at the hearing on his motion because defendant has failed to furnish this court with a transcript of the proceedings below. Given plaintiff's challenge below to the existence of a *bona fide* lease—plaintiff argued that defendant "has failed to provide any evidence of a lease"—we would assume that the trial

court addressed this issue and considered it in reaching its decision to award summary judgment to plaintiff. Defendant even notes, without citation to the record, that the lease's validity "was brought to the attention of the trial court, but it chose to ignore" the *bona fide* lease. So it seems fairly clear to us that the trial court considered the information provided by defendant and, as its ruling makes clear, did not find the information sufficient to avoid summary judgment against defendant.

¶ 33 In any event, as the appellant in this case, defendant bore the burden of presenting a sufficiently complete record on appeal. *Webster v. Hartman*, 195 Ill. 2d 426, 432 (2001); see also Ill. S. Ct. R. 323 (eff. Dec. 13, 2005) (requiring appellant to provide appellate court with report of proceedings, bystander's report, or agreed statement of facts). "Any doubts which may arise from the incompleteness of the record will be resolved against the appellant." *Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984). Absent a transcript of the hearing, we cannot simply assume that defendant authenticated the lease at the hearing. We must assume, in fact, the opposite—that the trial court correctly applied the law to the applicable facts. See *id.* at 393 (absent transcript of proceedings, "[i]t must be presumed that [the trial court's ruling] was in conformity with the law and was properly supported by evidence.").

¶ 34 Without any admissible evidence to support the notion that he was a *bona fide* tenant, defendant failed to create a genuine issue of material fact regarding his tenancy. Consequently, defendant has not shown that plaintiff was required to wait until the end of the term of any lease in order to evict him.

¶ 35 Our holding on this point—that defendant failed to raise a genuine question of fact as to whether he had a *bona fide* lease—also disposes of his reliance on a federal statute, the Protecting Tenants at Foreclosure Act of 2009, P.L. 111-22, § 702(a)(2)(A), 123 Stat. 1632, 1662

(2009). That federal law only applies to *bona fide* tenants with *bona fide* leases. *Id.* Another reason to reject defendant’s citation to that federal statute, as plaintiff correctly notes, is that this federal law was repealed effective December 31, 2014 (see *id.*, § 704, 123 Stat. at 1662), and all of the relevant proceedings in this case took place in 2015.<sup>1</sup>

¶ 36 Before reaching the remainder of defendant’s claims of error, we note that plaintiff’s brief contains several allegations concerning the unauthenticated lease that defendant presented to the trial court. Specifically, plaintiff claims that defendant “knew his lease was not valid,” that defendant “tried to fool the Court to think [*sic*] that he had a valid lease,” and that defendant “attempt[ed] to defraud the Court.” This may well be plaintiff’s sincere opinion, and plaintiff may have argued that below to the trial court, but plaintiff’s citations to the record do not support those accusations. See Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016) (party must refer “to the pages of the record on appeal \*\*\* where evidence may be found”). Plaintiff’s unsupported accusations

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<sup>1</sup> Our holding that defendant has created no question of material fact regarding his lack of a *bona fide* lease likewise disposes of yet another legislative enactment that defendant references, this time one at the municipal level. In his reply brief, defendant references the City of Chicago’s Protecting Tenants in Foreclosed Rental Property Ordinance, often known as the Keep Chicago Renting Ordinance (the KCRO), an ordinance that provides various rights to tenants who reside in foreclosed homes. See Chicago Municipal Code § 5-14-010 *et seq.* Defendant points out that plaintiff never claimed in its response brief that it complied with the KCRO, but we would note that defendant never raised the KCRO in his opening brief and thus forfeited the argument. See Ill. S. Ct. R. 341(h)(7) (points not raised in opening brief are forfeited). In any event, in light of what we have just held above—that defendant failed to raise a question of material fact as to whether he had a *bona fide* lease—the KCRO would not apply to him, as he was not a “qualified tenant.” See Chicago Municipal Code § 5-14-020 (defining “qualified tenant” as person who (1) is tenant in foreclosed rental property and (2) has bona fide rental agreement to occupy rental unit as tenant’s principal residence). Nor does defendant explain how the KCRO would have barred the action here; he merely states that it is applicable (it is not, for the reason we have just given) and that plaintiff did not comply with it. He does *not* explain how plaintiff failed to comply with it or what the consequences of noncompliance would be, nor does he provide any further detail whatsoever about that city ordinance. We will not consider this ordinance further.

have no place in this court, and we stress that our rejection of defendant's argument on appeal is in no way an endorsement of them.

¶ 37 Although we choose not to exercise it here, plaintiff's counsel is hereby advised that this court has the authority to sanction a party when that party's manner of defending an appeal is improper (Ill. S. Ct. R. 375(b) (eff. Feb. 1, 1994)) or when that party willfully fails to comply with our rules (Ill. S. Ct. R. 375(a) (eff. Feb. 1, 1994)). We advise counsel that, in the future, he should refrain from levying such serious allegations in the absence of any support. We now turn to defendant's remaining claims of error.

¶ 38 **B. Service of Demand**

¶ 39 Next, defendant claims that plaintiff failed to serve him with a demand for possession. He argues that plaintiff's failure to strictly comply with these notice requirements made its forcible entry and detainer action premature.

¶ 40 When a party receives a property through foreclosure, that party may pursue a forcible entry and detainer action to evict individuals in possession of the property after the party makes a demand, in writing, for possession of the property. 735 ILCS 5/9-102(a)(6) (West 2014). Section 9-104 of the Code of Civil Procedure (735 ILCS 5/9-104 (West 2014)) describes how a plaintiff may serve a defendant with the written demand:

“The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises; or if those in possession are unknown occupants who are not parties to any written lease, rental agreement, or right to possession agreement for the premises, then by delivering a

copy of the notice, directed to ‘unknown occupants,’ to the occupant or by leaving a copy of the notice with some person of the age of 13 years or upwards occupying the premises, or by posting a copy of the notice on the premises directed to ‘unknown occupants.’ When such demand is made by an officer authorized to serve process, his or her return is *prima facie* evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then *prima facie* evidence of the facts therein stated.”

¶ 41 As we noted above, defendant has failed to establish a genuine issue of material fact concerning his status as a tenant at the property. Thus, he has not shown that he was entitled to personal service of the demand under section 9-104.

¶ 42 Moreover, plaintiff established that it *did* comply with section 9-104’s requirements for serving the demand on unknown occupants “who are not parties to any written lease.” *Id.* As an exhibit attached to its motion for summary judgment, plaintiff included a demand for possession addressed in part to “unknown occupants,” as well as an affidavit from a special process server indicating that the server had left the demand “[t]aped \*\*\* to the front door” of the property. As section 9-104 states, this was *prima facie* evidence that plaintiff “post[ed] a copy of the notice on the premises directed to ‘unknown occupants.’ ” *Id.*

¶ 43 Nothing in defendant’s own motion for summary judgment undermined that *prima facie* evidence. Defendant’s affidavit simply said that he resided at the property and that he “never saw any posting on the outside of the property or mailed [*sic*] any notices stating new ownership of the foreclosed property.” His comment about not receiving mail is beside the point here, and his claim that he never saw the posting is insufficient to raise a question of fact on this issue, for two reasons. First, section 9-104 does not require actual notice; the fact that defendant never saw the

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demand (assuming the truth of this claim) does not mean it was not properly posted pursuant to section 9-104.

¶ 44 Second, defendant's affidavit was vague on this point, much like it was vague as to the supposed lease. Whereas the process server specified a specific date, time, and manner in which he posted the demand (March 10, 2015, at 12:35 pm, by taping the notice to defendant's front door), defendant's affidavit simply generally stated that he "never saw any posting." In the related context of service of process, where an affidavit of service is likewise considered *prima facie* evidence that process was properly served, we have generally required more of a counteraffidavit than a mere denial that the defendant was personally served. See, e.g., *Paul v. Ware*, 258 Ill. App. 3d 614, 617 (1994) (because "[a]n uncorroborated defendant's affidavit merely stating that he had not been personally served with summons is insufficient to overcome the presumption favoring the affidavit of service," trial court did not err in finding that service was proper based on competing affidavits, without holding evidentiary hearing); *Freund Equipment, Inc. v. Fox*, 301 Ill. App. 3d 163, 166 (1998) ("A defendant's uncorroborated testimony that he was never served is insufficient to overcome the presumption of service.").

¶ 45 And here, defendant is not even denying proper service; he is merely claiming that he never saw the demand. Because defendant neither denied proper service nor put forth any reason to suggest that the posting never occurred as sworn to by the process server, his vague statement is insufficient to create a question of fact on this issue.

¶ 46

C. Rule 191

¶ 47 Next, defendant alleges that plaintiff "did not attach any affidavit to [its] summary judgment [motion] pursuant to [Illinois Supreme Court] Rule 191 [(eff. Jan. 4, 2013)] or any

depositions or admissions.” Thus, defendant claims, the trial court’s award of summary judgment was “premature[ ]” and entered “without the facts.”

¶ 48 First of all, defendant is incorrect that Rule 191 required plaintiff to file affidavits in support of its motion for summary judgment. Nothing in Rule 191 states that a motion for summary judgment must be supported with affidavits. To the contrary, “a plaintiff may move with *or without* supporting affidavits for a summary judgment in his or her favor for all or any part of the relief sought.” (Emphasis added.) 735 ILCS 5/2-1005(a) (West 2014). The absence of affidavits from plaintiff’s summary judgment motion would not be a sufficient basis, by itself, to defeat that motion.

¶ 49 And in any event, plaintiff is incorrect. Plaintiff included an affidavit from a special process server regarding his service of the demand in its motion for summary judgment. And in its response to defendant’s motion for summary judgment, plaintiff included an affidavit from its manager, Ari Cohen, who attested to the authenticity of the order approving the judicial sale to Sweet Home Chicago, LLC and the assignment of the property from Sweet Home Chicago, LLC to plaintiff.

¶ 50 Plaintiff asserts that Cohen’s affidavit violates Rule 191 because it was not dated. Rule 191(a) includes several different requirements for affidavits supporting a summary-judgment motion, none of which is that an affidavit be dated. See Ill. S. Ct. R. 191(a) (eff. Jan. 4, 2013) (stating that affidavits “shall be made on the personal knowledge of the affiants; shall set forth with particularity the facts upon which the claim, counterclaim, or defense is based; shall have attached thereto sworn or certified copies of all documents upon which the affiant relies; shall not consist of conclusions but of facts admissible in evidence; and shall affirmatively show that the affiant, if sworn as a witness, can testify competently thereto”). Nor do we find any

requirement of a date in section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109 (West 2014)), pursuant to which Cohen verified his affidavit. Plaintiff cites no authority, nor have we found any, to support the notion that the absence of a date on an affidavit means that it cannot be considered in conjunction with a motion for summary judgment. We reject defendant's unsupported assertion.<sup>2</sup>

¶ 51

#### D. Standing

¶ 52 Defendant's final argument is that plaintiff lacked standing to pursue the forcible entry and detainer suit. He claims that plaintiff failed to show that it had any interest in the property.

¶ 53 A forcible entry and detainer suit is a "limited and distinct proceeding that determines who is entitled to immediate possession of real property." *Wells Fargo Bank, N.A. v. Watson*, 2012 IL App (3d) 110930, ¶ 14. The only questions relevant to such a suit are whether the party seeking to obtain possession is entitled to it, and whether the defendant has a defense that would defeat the asserted right to possession. *Id.* An order approving a judicial sale naming the plaintiff as the new owner of the foreclosed property is sufficient evidence to establish the plaintiff's right to possess property in a forcible entry and detainer proceeding. See, *e.g.*, *id.* ¶¶ 6, 15-16.

¶ 54 In this case, plaintiff presented the following evidence in support of summary judgment: (1) an order approving the sale of the property to Sweet Home Chicago, LLC in the foreclosure case; (2) a document labeled "assignment" that purported to transfer the property from Sweet Home Chicago, LLC to plaintiff; (3) Cohen's affidavit, which attested to the validity of the assignment; and (4) a selling officer's deed granting the property to plaintiff pursuant to the

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<sup>2</sup> We would additionally note, as an aside, that defendant filed an affidavit in this case as well, and his was not dated, either.

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judicial sale of the property. Taken together, this evidence clearly established plaintiff's right to possess the property and its standing to pursue a forcible entry and detainer lawsuit.

¶ 55 We thus reject defendant's claim that plaintiff presented "no evidence" to support its standing.

¶ 56

### III. CONCLUSION

¶ 57 For the reasons stated above, we affirm the circuit court's award of summary judgment to plaintiff.

¶ 58 Affirmed.