

AFFIRMATIVE DEFENSE – Safe Homes Act
(sexual violence – no credible imminent threat)

1. From X to XXX date, the defendant tenant lived in an apartment at XXX address in Chicago, Illinois and is thus a tenant pursuant to the Safe Homes Act, _____.

2. Plaintiff Landlord owns and manages the apartment at XXX address and is thus a landlord pursuant to the Safe Homes Act, _____.

3. On January 1, 2007, defendant tenant was sexually assaulted in her apartment by an acquaintance.

4. In order to protect her emotional well being, defendant tenant cannot stay in her apartment through the remainder of the lease.

5. On January 5, 2007, defendant tenant informed plaintiff landlord in writing that she was the victim of a sexual assault at the premises. Defendant tenant's written notice was accompanied by a letter from a rape crisis organization indicating that defendant tenant is receiving counseling to help her deal with the sexual assault. Both documents are attached as Exhibit A.

6. On January 7, 2007, defendant tenant removed all of her belongings from the apartment, and tendered her keys to one of the landlord's agents.

7. As a result of defendant's proper exercise of her rights under the Safe Homes Act, plaintiff is barred from seeking rent from the defendant which accrued after she left the apartment.