

FILED  
6/2/2025 4:02 PM  
Mariyana T. Spyropoulos  
CIRCUIT CLERK  
COOK COUNTY, IL  
20251707919  
Courtroom, 1302  
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
FIRST DEPARTMENT, MUNICIPAL DIVISION**

**BRANDON MCGIVERN,** )  
)  
*Plaintiff,* )  
)  
v. )  
**KYLE HADLEY,** )  
)  
*Defendant.* )  
)

Case No. **20251707919**

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**EMERGENCY MOTION FOR IMMEDIATE PROPERTY ACCESS AND  
PRESERVATION ORDER**

**EMERGENCY RELIEF REQUESTED**

**NOW COMES** Plaintiff BRANDON MCGIVERN, and respectfully moves this  
Honorable Court for entry of an **Emergency Order** requiring:

1. **IMMEDIATE PROPERTY ACCESS** for emergency inspection and damage  
assessment
2. **PRESERVATION ORDER** requiring Defendant to cease use of damaged  
areas
3. **EXPEDITED HEARING** on June 5, 2025 due to ongoing property  
deterioration

**I. FACTUAL BACKGROUND**

**Timeline of Water Damage and Access Denial**

4. January 6, 2025: Defendant reported "...not great news. The water stain above  
the dining table...it's currently wet." **EXHIBIT 1**

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5. January 6-May 2025: Plaintiff investigated insurance coverage and requested updates. Defendant provided no further communication about damage progression.

**EXHIBIT 3**

6. May 10, 2025: Plaintiff attempted court-ordered property inspection.

**EXHIBIT 4** Defendant denied access despite:

- (a) Proper 48-hour notice under Chicago Municipal Code 5-12-050
- (b) Police presence (Event #2513009537)
- (c) Ongoing water damage emergency

7. **June 2, 2025**: Defendant reports "active leak and water damage...originating from the second-floor bathroom and subsequently spreading to the first-floor dining and living areas." Now admits damage "remains unresolved" after 5+ months of continued use and deliberate access denial. **EXHIBIT 2**

Strategic Denial of Emergency Access and Willful Concealment

8. Defendant's denial of May 10th inspection was **calculated to prevent discovery** of the water damage emergency through a deliberate concealment scheme:

9. **Physical Concealment Pattern**: (a) Defendant **refused to open the front door** despite police presence and proper notice (b) **Clear line of sight** from front entrance to dining/living areas where water damage was actively occurring (c) Instead, Defendant **exited through back door** and walked around entire building to meet police (d) **Deliberate routing** prevented police from observing interior damage that would have triggered emergency access requirements

10. **Bad Faith Concealment Strategy**: Had police observed the active water damage through the front entrance, they would have **immediately required access** under

emergency health and safety provisions. Defendant's calculated use of the back door exit was a **willful scheme to conceal** the emergency condition from law enforcement.

11. **Police Body Camera Evidence:** Cook County Sheriff's body cameras from Event #2513009537 will document Defendant's **refusal to use front door** and his deliberate circumvention of the property to avoid revealing interior damage to law enforcement.

## II. LEGAL GROUNDS FOR EMERGENCY RELIEF

12. **Chicago Municipal Code Violations:** (a) **Section 5-12-050:** Landlord right of access for inspection and emergency repairs (b) **Section 5-12-070:** Landlord duty to maintain premises in compliance with municipal code

13. **Ongoing Property Destruction:** (a) 5+ months of continued water damage (b) Willful neglect despite known emergency condition (c) Structural integrity at risk from prolonged water exposure (d) Mold and health hazards developing from unaddressed moisture

14. **Emergency Doctrine** - Courts recognize emergency jurisdiction when: (a) Property faces **immediate and irreparable harm** (b) Delay causes **substantially increased damage** (c) Traditional remedies are **inadequate** due to time constraints

15. See *Aurora Loan Services v. Credigy Services Corp.*, 359 Ill.App.3d 1107 (2005)

## III. EVIDENCE OF ONGOING EMERGENCY

16. **Defendant's Admissions:** (a) **January 6, 2025:** "active leak and water damage" (b) **June 2, 2025:** Damage "remains unresolved" (c) Continued occupancy of damaged areas despite known hazards

17. **Willful Obstruction Pattern:** (a) **Denied May 10 inspection** with police present (b) **5 months of silence** after reporting emergency (c) **Strategic concealment** of damage extent during court proceedings

18. **Escalating Property Damage:** (a) Water damage spreads over time without remediation (b) Structural deterioration from prolonged moisture exposure (c) Mold growth creates health and property hazards (d) Insurance complications from delayed reporting and remediation

#### **IV. IMMEDIATE IRREPARABLE HARM**

19. **To Property Value:** (a) Each day of delay exponentially increases water damage (b) Mold remediation costs increase substantially after 48-72 hours (c) Structural repairs become more extensive with continued exposure

20. **To Legal Proceedings:** (a) Evidence deterioration prevents accurate damage assessment (b) Insurance claim complications from extended delay between notice and inspection (c) Holdover damages calculation requires current property condition assessment (d) Spoliation of evidence through Defendant's willful concealment scheme documented by police body cameras (e) Bad faith litigation conduct undermines judicial process and property preservation

21. **To Public Health:** (a) Mold growth creates health hazards requiring immediate attention (b) Structural instability from water damage poses safety risks

#### **IV. PROPOSED EMERGENCY ORDER**

**IT IS HEREBY ORDERED:**

22. **Immediate Access (Within 24 Hours)**

- (a) Defendant SHALL provide Plaintiff immediate access for emergency water damage inspection
- (b) Defendant SHALL provide all entry codes, keys, and system access
- (c) Cook County Sheriff authorized to assist with access if denied

**23. Preservation Requirements**

- (a) Defendant SHALL immediately cease use of second-floor bathroom
- (b) Defendant SHALL not interfere with emergency water damage assessment
- (c) Defendant SHALL preserve all evidence of damage extent and timeline

**24. Professional Assessment**

- (a) Plaintiff authorized to engage emergency water damage specialists
- (b) Mold testing and remediation as immediately necessary for health and safety
- (c) Structural engineer assessment if water damage affects building integrity

**25. Expedited Timeline**

- (a) Emergency hearing within 48 hours to address ongoing remediation
- (b) Daily reporting of damage progression until remediation begins
- (c) Accelerated discovery regarding damage timeline and Defendant's knowledge

**CONCLUSION**

26. Defendant has **willfully concealed** a property emergency for over 5 months while **strategically denying access** through calculated deception documented by police

body cameras. The deliberate use of the back door exit to prevent police observation of interior water damage demonstrates **bad faith concealment** that undermines both property preservation and judicial integrity.

27. **Each day of continued delay:** (a) Exponentially increases property damage and remediation costs (b) Destroys evidence necessary for accurate damage assessment (c) Threatens structural integrity and creates health hazards (d) Prejudices insurance coverage through delayed reporting

28. **Emergency relief is essential** to prevent further irreparable harm to both the property and the integrity of these proceedings.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests this Court:

1. **GRANT** emergency access within 24 hours for damage inspection
2. **ISSUE** preservation order preventing further property damage
3. **AUTHORIZE** emergency remediation to prevent health hazards
4. **SCHEDULE** expedited hearing within 48 hours
5. **AWARD** costs and fees associated with emergency motion and delayed remediation
6. **GRANT** such other relief as justice requires

Dated June 2, 2025

Respectfully submitted,

/s/ Brandon McGivern

Plaintiff

Brandon McGivern  
5701 N Sheridan Rd, #23G

Chicago, IL 60660



*Plaintiff, Pro Se*

**CERTIFICATE OF SERVICE**

I, Brandon McGivern, a non-attorney, on oath state that on June 2, 2025, I served a true and correct copy of the foregoing **EMERGENCY MOTION FOR IMMEDIATE PROPERTY ACCESS AND PRESERVATION ORDER**, along with copies of Exhibits

1, 2, 3, and 4 referenced therein, upon Defendant's counsel via email to:

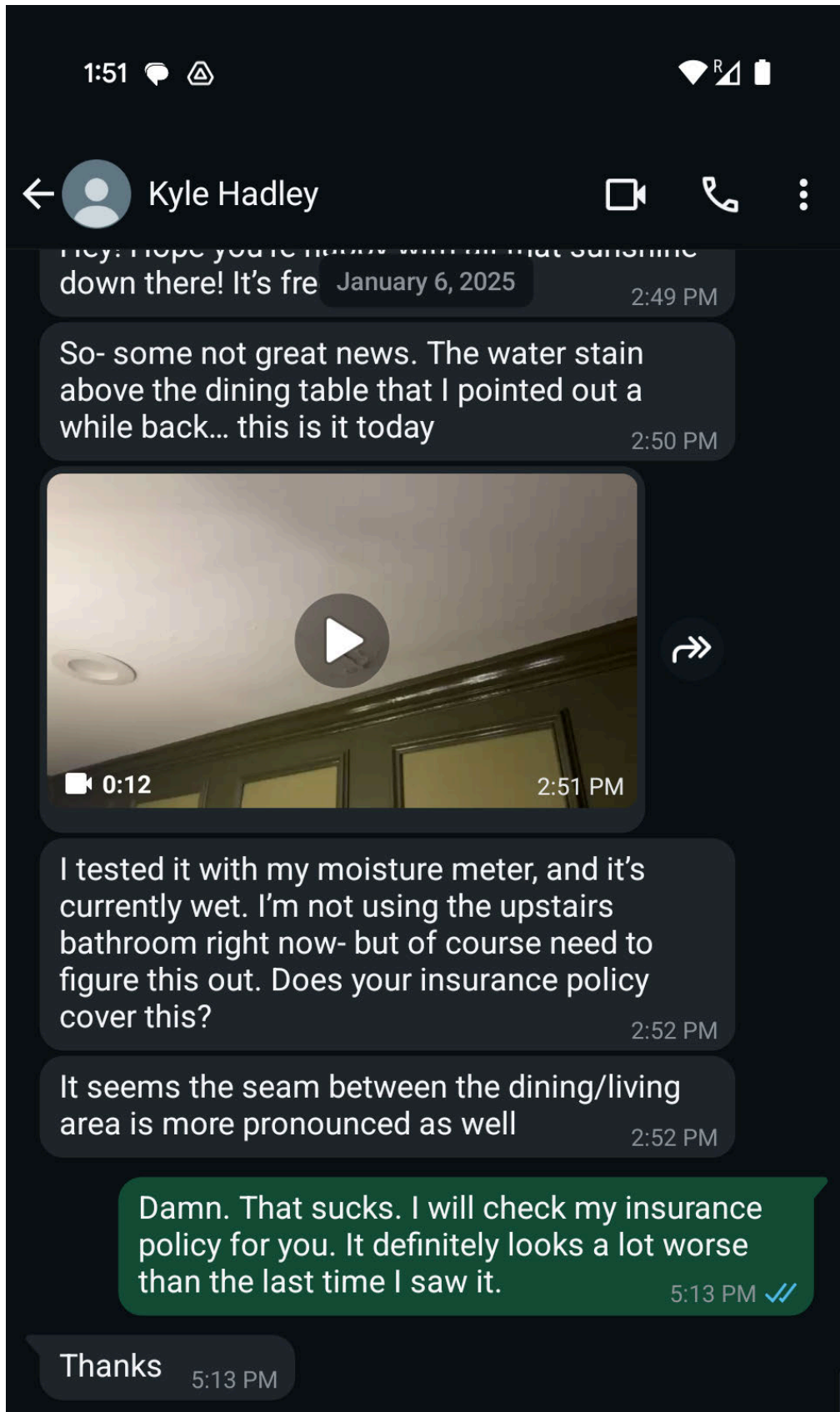
Mason S. Cole  
mcole@colesadkin.com  
Attorney for Defendant Kyle Hadley

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements set forth in this instrument are true and correct.

/s/ Brandon McGivern  
Brandon McGivern, Pro Se

# **EXHIBIT 1**

Tenant's January 6, 2025 - Water Damage Report



## **EXHIBIT 2**

Tenant's email - June 2, 2025



Brandon McGivern [REDACTED]@gmail.com>

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## Water Damage

1 message

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Kyle Hadley [REDACTED]@gmail.com>

Mon, Jun 2, 2025 at 2:29 PM

To: Brandon McGivern [REDACTED]

Cc: Mason Cole <mcole@colesadkin.com>

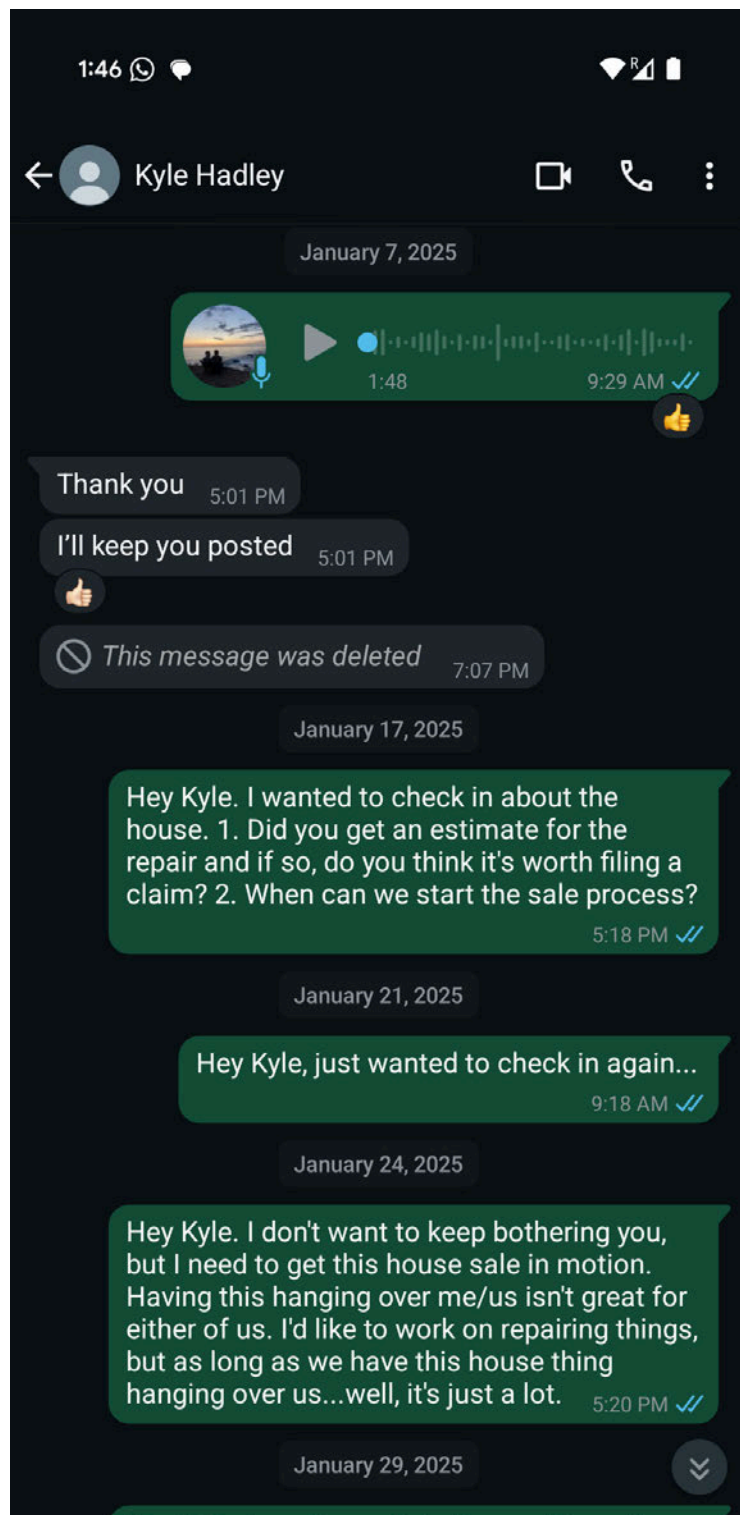
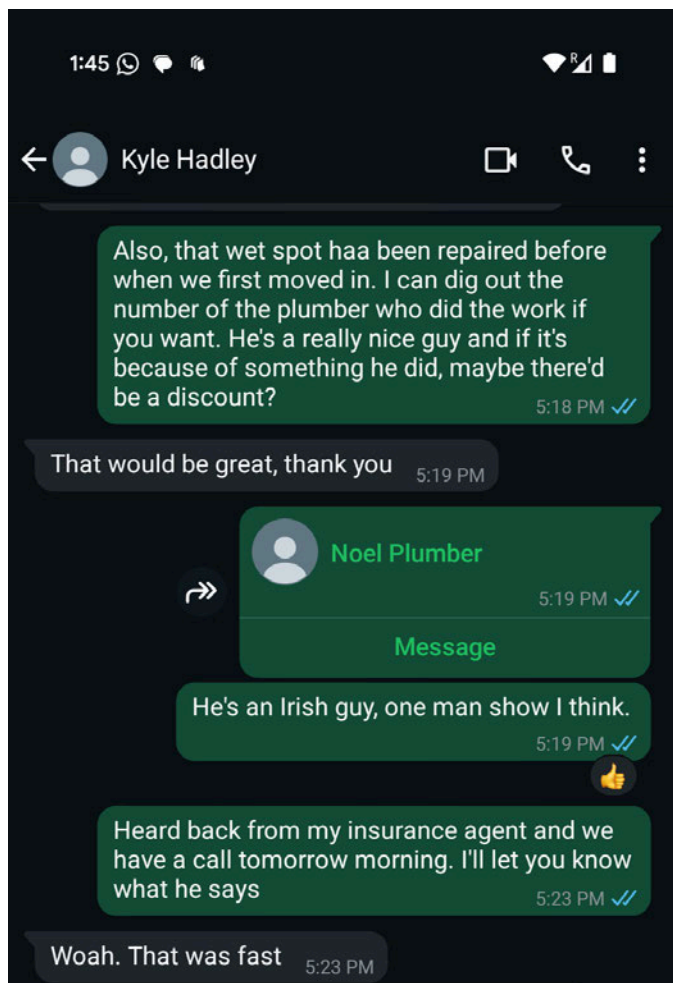
Brandon-

As previously communicated on January 6th, 2025, an active leak and water damage have been identified originating from the second-floor bathroom and subsequently spreading to the first-floor dining and living areas. This issue remains unresolved. Regardless of the eventual ownership of the property, it is imperative that this matter be addressed promptly. Please advise on your preferred course of action.

Thank you,  
Kyle Hadley

## **EXHIBIT 3**

Landlord's Insurance Investigation Response and Tenant's NONresponse (January 2025)



# **EXHIBIT 4**

May 10 Inspection Documentation

Mason Cole <mcole@colesadkin.com>  
To: Brandon McGivern [REDACTED]

Wed, Apr 23, 2025 at 9:00 AM

Brandon, I understand your need for surety. Would you be amenable to reimbursement of the fixture purchases, agreed 7/31 date to vacate, and return of the \$30,000 within twelve (12) months or at closing, whichever is sooner?

Access to the property for inspection purposes should not be an issue. I am sure we can accelerate date to vacate if this is paramount.  
[Quoted text hidden]

Brandon McGivern [REDACTED]

Wed, Apr 23, 2025 at 12:32 PM



Brandon McGivern [REDACTED]

**Re: 6122 N Winthrop: Property Access, Pre-move-out Inspection, and Vacancy Enforcement - Final Notice**

1 message

Brandon McGivern [REDACTED]  
To: Mason Cole <mcole@colesadkin.com>, Kyle Hadley [REDACTED]

Wed, Apr 30, 2025 at 8:00 PM

Dear Mr. Cole and Mr. Hadley,

This letter serves as formal documentation that the April 30, 2025 deadline I established for response to my April 23rd communication has passed without any acknowledgment or substantive reply from either of you. This continues a documented pattern of non-responsiveness dating back to August 2024, including:

1. Failure to retrieve certified mail sent February 15, 2025 (USPS tracking #9214890142980413704855), although the second certified letter was eventually retrieved
2. Delayed or non-existent responses to multiple documented communications
3. Refusal to provide property access to me as the legal owner
4. Non-compliance with basic legal obligations under the Chicago Residential Landlord and Tenant Ordinance

Due to this consistent pattern of disregarding deadlines and failing to engage in good-faith communication, I am now proceeding with the following actions without further opportunity for negotiation:

1. I will conduct the pre-move-out inspection on **Saturday, May 10, 2025 at 3:00 PM**, accompanied by witnesses who will document the property's condition, including all furnishings that remain my property. I will arrive at the scheduled time and expect cooperation with this legally permitted inspection. If access is denied, I will immediately proceed with the legal remedies described below.
2. If access is denied on May 10: a. I will immediately request police assistance for a civil standby with appropriate documentation b. Document the denial of access for use in subsequent legal proceedings c. File an emergency motion for access with the Circuit Court of Cook County
3. I have instructed my attorney to prepare a **Forcible Entry and Detainer** action to be filed with the Circuit Court of Cook County on **May 18, 2025**, should the property not be vacated by May 17, 2025. This action will include: a. Damages for holdover tenancy at the rate of \$166.67 per day (double the daily market rental value based on comparable properties in the area) from May 18, 2025 until possession is surrendered b. Recovery of all legal costs and fees associated with this action c. Damages for unauthorized withholding of property access
4. I am submitting formal complaints regarding Mr. Hadley's professional conduct as a licensed real estate agent to the Illinois Department of Financial and Professional Regulation (IDFPR), the Illinois Association of REALTORS®, the National Association of REALTORS®, and his local real estate board, including documentation of all communications that demonstrate violation of professional standards and ethics.

Regarding May rent, please note that only the prorated amount of \$1,141.94 is due for the period of May 1-17, 2025. Payment of any other amount will be handled as described in my previous communications and does not modify the vacancy date.

Be advised that the May 17, 2025 vacancy date established through proper notice under Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance is a legal requirement that has now been finalized. Mr. Hadley's written statement from April 22nd indicating: "I will vacate the property by 7/31, only after my money is returned to me" constitutes an explicit admission of intent to violate Illinois law regarding properly noticed tenancy termination.

Regarding financial matters: Mr. Hadley's investments in the property will be addressed only after:

1. Peaceful surrender of possession of the property
2. Assessment of damages to property and furnishings
3. Calculation of fair market rental value differentials
4. Accounting for unauthorized disposal of my property

Nothing in this letter should be construed as waiving any rights or remedies available to me under applicable law, nor does it constitute an invitation for further negotiation on the vacancy date or inspection schedule. All previous communications are incorporated by

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reference.

Sincerely,

Brandon McGivern  
Owner, 6122 N Winthrop Ave Unit C  
Chicago, IL 60660

[REDACTED]

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Brandon McGivern  
Web Developer / Graphic Designer

[REDACTED]