

This Order Is Not Precedential
And Is Not To Be Cited

FILED

No. 2--00--1099

AUG 27 2001

LOREN J. STROTZ, CLERK
APPELLATE COURT 2nd DISTRICT

IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

EQUITY PROPERTY MANAGEMENT, L.L.C.,)	Appeal from the Circuit Court
and CRYSTAL LAKE APARTMENTS)	of McHenry County.
LIMITED PARTNERSHIP,)	
)	
Plaintiffs-Appellants,)	No. 00--LM--90
)	
v.)	
)	
COINMACH CORPORATION,)	Honorable
)	Haskell M. Pitluck,
Defendant-Appellee.)	Judge, Presiding.

SUMMARY ORDER

Plaintiffs, Equity Property Management, L.L.C., and Crystal Lake Apartments Limited Partnership, appeal the trial court's finding in defendant's, Coinmach Corporation's, favor in this forcible entry and detainer action (735 ILCS 5/9--213 (West 1998)). We affirm, issuing this summary order in accordance with Supreme Court Rule 23(c)(8). 166 Ill. 2d R. 23(c)(8).

Plaintiffs argue that the trial court erred by directing a finding in defendant's favor at the close of plaintiffs' case-in-chief. Under a section 2--1110 motion for a directed finding, if the plaintiff has not established a prima facie case, the trial court should grant the defendant's motion and enter judgment in its favor. Conoway v. Hanover Park District, 277 Ill. App.3d 896, 900 (1996). On appeal, we will not disturb the trial court's ruling

unless it is contrary to the manifest weight of the evidence. Conoway, 277 Ill. App.3d at 899-900.

In this case, plaintiffs pleaded the right to possession of the laundry-room premises "based upon an expired lease." However, the plaintiffs failed to establish that the lease had expired. The lease agreement provided that the lease term would be renewed for another 13-year term "unless either party serves written notice upon the other not less than 120 days nor more than 180 days prior to the scheduled expiration of the initial term or renewal thereof of its desire that this Lease not be so renewed or extended." It was uncontroverted that plaintiffs provided notice six days late. Therefore, under the clear and unambiguous language of the lease agreement, the lease term had been extended and had not expired. Thus, plaintiffs failed to establish a prima facie case that the lease had expired.

Nevertheless, plaintiffs assert that the trial court should have used equitable principles to excuse plaintiffs' delay and rule that plaintiffs had a right of possession. We disagree with plaintiffs. It is well established that a plaintiff may not recover on a theory that is not contained in his complaint. Schultz v. Schultz, 297 Ill. App. 3d 102, 106 (1998). Here, plaintiffs did not plead that they were entitled to possession under equitable principles. Instead, it pleaded only that they had a right of possession because the lease had expired. Further plaintiffs failed to seek leave to replead. Therefore, the trial court did not err by failing to consider a theory that was not raised in the pleadings.

Plaintiffs argue that the trial court erroneously believed that it lacked subject matter jurisdiction to apply equitable principles to this case. After reviewing the record, we cannot determine whether the trial court believed it lacked the power to apply equitable principles or whether it found that plaintiffs failed to prove its case on equitable grounds. Regardless, we are not bound by the reasons given for a trial court's judgment and may affirm on any basis supported by the record. See Schultz, 297 Ill. App. 3d at 106.

In addition, the fact that equitable matters may be raised in a forcible entry and detainer action is irrelevant here because plaintiffs failed to raise this issue in its complaint on appeal and did not seek to replead. Thus, the issue was not properly before the court and cannot be considered here.

We also reject plaintiffs' argument that defendant may not raise the insufficiency of plaintiffs' complaint because it failed to object to the complaint in the trial court. Plaintiffs fail to recognize that, unlike appellants (see 155 Ill. 2d R. 341(e)(7)), appellees may urge any point in support of the judgment on appeal that is supported by the record regardless of whether the point was raised in the trial court. Schultz, 297 Ill. App.3d at 106.

Further, the cases cited by plaintiffs are distinguishable. In Linn Corp. v. La Salle National Bank, 98 Ill. App. 3d 480 (1981), plaintiff's pleadings sought equitable relief. Regarding Providence Insurance Co. v. La Salle National Bank, 118 Ill. App. 3d 720 (1983), the opinion does not indicate whether the plaintiff's complaint failed to seek equitable relief. Here, we

know that plaintiffs' complaint sought relief based only upon the expiration of the lease. Thus, these cases are not controlling here. Plaintiffs also cite cases from foreign jurisdictions; however, because the law is clear in Illinois, we need not discuss these cases. See Kroger Co. v. Department of Revenue, 284 Ill. App.3d 473, 481 (1996).

The judgment of the circuit court of McHenry County is affirmed.

Affirmed.

McLAREN, J., with GEIGER and CALLUM, JJ., concurring.