

IN THE CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO
HOUSING DIVISION

MICHAEL & TIMOTHY FORTE)	CASE NUMBER 91 CVG 18631
3818 CECILIA)	
CLEVELAND, OHIO 44109)	
)	
PLAINTIFF)	
)	
VS.)	<u>LANDLORD-TENANT</u>
)	
GARY BELLAN & KIMBERLY BELLAN)	
1206 EAST 167TH STREET (DOWN))	
CLEVELAND, OHIO 44110)	
)	
DEFENDANT)	<u>REFEREE'S REPORT AND RECOMMENDATION</u>

This case came on to be heard on October 21, 1991 before Referee Barbara A. Reitzloff, to whom this case was assigned by Judge William H. Corrigan pursuant to Ohio Civil Rule 53, to take evidence on all issues of law and fact, including plaintiff's claim for unpaid rent and damages

Plaintiff in court (Michael Forte)

Defendants not in court nor represented by counsel.

FINDINGS OF FACT:

1. In April 1991, plaintiffs entered into a written rental agreement with defendants for the lease of the residential rental premises located at 1200 East 167th Street, downstairs, Cleveland, Ohio, at the rate of Three Hundred Fifty (\$350.00) per month. Defendants paid plaintiffs a security deposit of Three Hundred Fifty Dollars (\$350.00).

2. On July 15, 1991, plaintiffs filed this action against defendants. Plaintiffs' complaint included a first cause of action for restitution and a second cause of action for unpaid rent and damages.

3. Defendants vacated the rental premises on August 22, 1991.

4. Defendants last paid plaintiffs rent in the month of June 1991. At that time, defendants paid plaintiffs Two Hundred Dollars (\$200.00), representing a partial payment for June 1991 (\$150 balance remaining).

5. Defendants raised and kept dogs at the rental premises. Plaintiff provided photographic evidence and a bill for work required at the rental premises as a result of damage to the walls, windows, and carpeting caused by defendants and their dogs. The bill submitted by plaintiff for painting, cleaning the unit, and cleaning and deodorizing the carpet was for Five Hundred Seventy-Five Dollars (\$575.00).

CONCLUSIONS OF LAW AND FACT

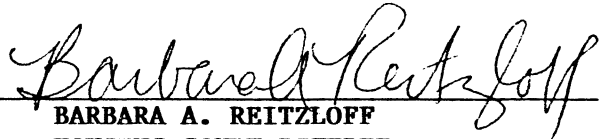
Plaintiffs have established by a preponderance of the evidence that defendants failed to pay plaintiffs the balance of June 1991 rent, July 1991 rent and August 1991 rent, for a total of Eight Hundred Sixteen Dollars and Twelve Cents (\$816.12) as prayed for in plaintiff's complaint. Defendants are entitled to credit for their security deposit of Three Hundred Fifty Dollars (\$350.00), leaving rent owed in the amount of Four Hundred Sixty-Six Dollars and Twelve Cents (\$466.12).

In addition, plaintiffs have established by a preponderance of the evidence that defendants caused damage to the rental premises in the amount of Five Hundred Seventy-Five Dollars (\$575.00). As plaintiffs prayed for only Five Hundred Dollars (\$500.00) damages in their complaint, their recovery will be limited to that amount. Civil Rule 54(C).

JUDGMENT

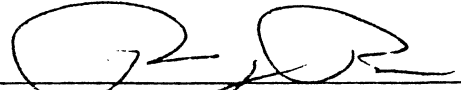
Judgment for plaintiffs against defendants in the amount of Nine Hundred Sixty-Six Dollars and Twelve Cents (\$966.12) plus costs and interest from date of judgment.

RECOMMENDED:



BARBARA A. REITZLOFF
HOUSING COURT REFEREE

APPROVED:



JUDGE WILLIAM H. CORRIGAN
CLEVELAND MUNICIPAL COURT
HOUSING DIVISION

SERVICE

A copy of the Referee's Report was sent by ordinary United States mail to the Plaintiffs, Mike & Tim Forte, 3818 Cecilia, Cleveland, Ohio 44109 and to the Defendants, Mr. & Mrs. Bellan, 12206 East 167th Street, Down, Cleveland, Ohio 44110 this 25th day of October 1991.

IN ORDER TO BE CONSIDERED, ALL OBJECTIONS TO THE REFEREE'S REPORT MUST BE IN WRITING WITHIN FOURTEEN (14) DAYS OF FILING AND MUST COMPLY WITH THE OHIO RULES OF PROCEDURE AND THE LOCAL RULES OF THIS COURT. FOR FURTHER INFORMATION, CONSULT THE ABOVE RULES OR SEEK LEGAL COUNSEL.

RECOMMENDED:



BARBARA A. REITZLOFF
HOUSING COURT REFEREE

APPROVED:



JUDGE WILLIAM H. CORRIGAN
CLEVELAND MUNICIPAL COURT
HOUSING DIVISION