IN THE CLEVELAND HEIGHTS MUNICIPAL COURT CUYAHOGA COUNTY, OHIO

JAMES GREENE, et al.)	CASE NO. CVG 0301061 JUDGE: A. DEANE BUCHA	NAN E	Com
Plaintiffs,))		影響	OURIL
vs.)	JUDGMENT ENTRY		
JULIUS EDWARDS, et al.,)	2	Million Cr	e 91
Defendants	Ś		7	

This matter came on for trial on this 17th day of March, 2004, on the Plaintiffs' Complaint and the Answer and Counterclaim of the Defendants. The evidence established that Plaintiffs and Defendant Keyatta Brown, entered into an agreement whereby Defendant leased the subject premises, consisting of a single family house located at 3394 Sylvanhurst Rd., Cleveland Heights, Ohio, through the HUD Section 8 program, for a term of one year beginning Feb 1, 2003 through January 31, 2004. The Court finds that Defendant Julius Edwards is a minor and was not a party to the lease and is hereby dismissed as a party herein. The lease rate for the premises was \$853.00 per month. \$686 was to be paid by CMHA, and \$167 was to be paid by Defendant. Defendant paid a Security Deposit to Plaintiff in the amount of \$1,250.00. The evidence further establishes that the defendant actually moved into the premises on or around February 1, 2003 and vacated the premises on or around February 2, 2004.

Plaintiff alleges that during the tenancy, Defendant caused damages to the premises above and beyond ordinary wear and tear as follows: damage to hardwood floors by use of a polyurethane product, in the amount of \$1,200; damage to trees and shrubbery in amounts of \$900 and \$500 respectively; damage to lawn in the amount of \$3,000.

Defendant counterclaims that she was overcharged rent in the amount of \$564 per month for five months or \$2,820, and that she paid a water deposit in the amount of \$300 and a security deposit of \$1,250 that were not reimbursed. Defendant also alleges that defective conditions existed at the premises that reduced the rental value of the premises. Defendant alleges punitive damages of \$5,000.

The court finds that there is no evidence that the Defendant is responsible for damage to the grass and lawn of the premises. Plaintiff has failed to prove by a preponderance of the evidence that the cutting of trees and shrubs by the Defendant was anything other than normal yard maintenance

by the Defendant and there is no evidence that the value of replacement of those items are \$900 and \$500 respectively. Plaintiff will recover nothing for the alleged damages to the lawn, trees or shrubs.

The Court finds that Plaintiff has failed to prove that there was excessive water damage to the kitchen ceiling and floor and basement drywall caused by the Defendant. Similarly, the Plaintiff has failed to prove by a preponderance of the evidence that Plaintiff poured cement down the drains of the bath tub or in any other way damaged the drainage systems in the premises. It is as likely that the drain problems and sewer backup into the bathroom tub occurred as a result of other problems within the drainage system existing over a period of time.

The Court finds that the Plaintiff has failed to prove by a preponderance of the evidence that Defendant damaged the hardwood floors by applying a polyurethane solution to it or otherwise. Plaintiffs' claim for \$1,200 for damage to the hardwood floors is denied.

The court finds that the Plaintiff is entitled to recover from Defendant the sum of \$817.13 for water usage during the period February 03 through Jan. 04 that was not paid by the Defendant, and that pursuant to the HAP contract the tenant is responsible for water costs. The Court further finds that the Defendant did not pay a \$300 water deposit as she contends. No such deposit was required under the HAP contract, there is no evidence that the sum was paid to Plaintiff and Plaintiff denies receiving such a payment.

The Court finds that the Plaintiff is entitled to recover from Defendant for the excessive cleaning and trash removal required when Defendant left trash throughout the premises and for the removal of the vehicle left in the garage the sum of \$750.

The Court finds that the Plaintiff overcharged the Defendant her share of rents by \$397 per month for 5 months, Feb. through June 2003 for a total of \$1,985. The Court finds that Defendant failed to pay her share of the rent for the months of July 03 through January 04, 5 months at \$167 or \$835 plus 2 months at \$169 or \$338 for a total of \$1,173. The Plaintiff, therefore, owes to the Defendant the difference of excessive rents collected from the Defendant less the rents owed by Defendant, the sum of \$812.

There is no evidence that the premises were uninhabitable as a result of any action or inaction by the Plaintiff.

The Court further finds that the Defendant is entitled to recover from Plaintiff the sum of \$1,250 for the security deposit paid.

Plaintiff owes Defendant \$812 for rent overpayments and \$1,250 for the security deposit not returned. Defendant owes Plaintiff \$817.13 for water bills and \$750 for excessive cleaning, and trash removal. The net result is that Plaintiff owes Defendant \$494.87.

Judgment is, therefore, rendered for Defendant on the Complaint and on her Counterclaim against the Plaintiff in the amount of \$494.87 plus interest at the rate of 10% per annum from the date of judgment and costs.

IT IS SO ORDERED.

A DEANE BUCHANAN, JUDGE

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