

**EAST CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO**

GIGI JACKSON)	CASE NO. 05 CVF 01761
)	
Plaintiff)	JUDGE SANDRA L. WALKER
vs.)	
)	
EBONY GEORGE)	<u>JUDGMENT ENTRY</u>
)	
Defendant)	

This matter came before Judge Sandra L. Walker on February 27, 2006 pursuant to a Complaint for Damages and Injunctive Relief filed on October 31, 2005 and Motion for Default Judgment filed on February 6, 2006 by Plaintiff Gigi Jackson by and through her attorney Carol A. Kile.

The court finds that the Defendant was properly served with Summons and Complaint and that all parties appeared in court on February 27, 2006.

The court further finds that there have been several hearings on the said complaint with no resolution.

The court further finds that the parties entered into landlord-tenant relationship under a lease agreement which started on 8/23/2004 and ended on 8/22/2005 for the sum of \$811.00 per month to be paid by Section 8 and the Plaintiff Gigi Jackson (tenant) was to pay zero. Per the contract the issue of water was to be paid by the landlord (Defendant Ebony George).

The court further finds that the Plaintiff stated that the water was turned off on 10/20/05 and that the water is still off and that she still resides in the property as of 2/27/2006.

The court further finds that the Defendant testified that she was paying the water bill until April, 2005 because the Plaintiff was to start paying the water bill, but the Plaintiff denies that she agreed to pay the water bill since it would be a violation of the lease agreement with Section 8.

The court further finds that the water bill for the following months are still due and owing: May, 2005 - \$103.85, June - \$117.24, July- \$138.53, August - \$156.32, September - \$129.64 and October, 2005 - \$147.43 for a total of \$793.01.

The court further finds that the Plaintiff's portion of the monthly rent obligation increased from zero to \$499.00 and that the Plaintiff has paid no rent for the months of November, 2005, December, 2005, January, 2006 and February, 2006 for a total of \$1,996.00. Plaintiff did not deposit her rent payments with the Clerk of Court due to the termination of the water.

The court further finds that the Plaintiff is seeking damages in the sum of \$300.00 for compensatory plus \$3,000.00 for punitive.

The court further finds that the Plaintiff had a responsibility to mitigate her damages by paying the water bill and/or depositing her rent payments with the Clerk of Court.

The court further finds that the Defendant had a responsibility to pay the water bill and to mitigate her damages by filing eviction procedure for nonpayment of rent.

The court further finds that both parties have responsibilities to resolve these matters but the greater responsibility should be upon the Defendant.

The court further finds that the Defendant is due the sum of \$1,996.00 in rent from the Plaintiff and that the Plaintiff is due an offset of her rent in the sum of \$300.00 per month for a total of \$1,200.00, since the water was terminated leaving a balance due to the Defendant in the sum of \$796.00.

The court further finds that the Plaintiff is entitled to punitive damages in the sum of \$796.00 and the refund of any rent deposit from the Defendant, if she vacated the premises prior to March 1, 2006.

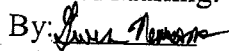
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff is granted a judgment against the Defendant which was offset in total by the rent due plus costs upon which execution shall issue.

Costs adjudged against the Defendant.

IT IS SO ORDERED.

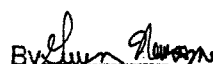

JUDGE SANDRA L. WALKER

Date of Mailing: 3-16-06

By:  FEB 16 2006
Initials

RECEIVED FOR FILING
Annetta L. Fisher, Clerk

Journalized: _____

By:  Deputy Clerk