UPTOWN VILLAGE APARTMENTS, LTD.,

Plaintiff,

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Case No. M8907-CVG-25518

SAHARA STEPHENS, ET AL.,

Defendants.

REFEREE'S REPORT

This matter came for hearing before Referee Kathleen E. Graham on August 3, 1989. Plaintiff was represented by attorney David M. Neubauer. Defendant was represented by attorney Kathleen E. LaTour. Defendant moved the court to dismiss the action on the basis that the Notice to Leave the Premises, dated June 12, 1989, failed to comply with federal law.

Based upon the evidence presented, and the arguments of counsel, the referee makes the following Findings of Fact, Conclusion of Law and Recommendation:

FINDINGS OF FACT

- 1. Defendant Sahara Stephens rents property from the plaintiff located at 1071 Mt. Pleasant Avenue, Columbus, Ohio 43201, pursuant to the terms of a written lease agreement dated October 12, 1988. (A copy of which was attached to plaintiff's Complaint.) The lease agreement between the parties is subject to federal eviction procedures contained in Section 247(a), Title 24, C.F.R.
- 2. A copy of the notice served upon the defendant in compliance with R.C. 1923.04 and the lease agreement is marked as Defendant's Exhibit A.

CONCLUSION OF LAW

In order to terminate the tenancy, the lease agreement requires:

"All termination notices must: * specify the date this Agreement will be

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terminated; * state the grounds for termination with enough detail for the to prepare a defense; *** " (paragraph 23[c]). TENANT The referee concludes, based upon a review of the notice served upon the defendant in this case, that the notice fails to state the reasons for termination with sufficient specificity for the defendant to prepare a defense. language included in the notice of termination is merely restatement of lease language that defines material noncompliance as including the "serious or repeated interference with the rights and quiet enjoyment of Merely restating the general language does not provide other tenants." the defendant with sufficient information concerning the specific conduct she must defend at the hearing. Without such specificity, the tenant is at a loss, in terms of preparation, for hearing and the determination of witnesses which she might find it necessary to establish a defense.

REFEREE'S RECOMMENDATION

Defendant's Motion to Dismiss be granted. Plaintiff's First Cause of Action to be dismissed. Costs to plaintiff.

August 4, 1989

Copies to:

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ATTORNEY FOR PLAINTIFF

KEG:dm

Kathleen LaTour Legal Aid Society 40 West Gay Street Columbus, Ohio 43215

REFEREE KATHLEEN

ATTORNEY FOR DEFENDANT