

CLEVELAND MUNICIPAL COURT
HOUSING DIVISION
CUYAHOGA COUNTY, OHIO

JUDGMENT ENTRY RECEIVED
FOR JOURNALIZATION
MAR 12 2002
EARLE B. TURNER, Clerk

NEW LONGWOOD ASSOC.

DATE: MARCH 7, 2002

Plaintiff(s)

-VS-

CASE NO.: 02-CVG-1431

TYESHA WILLIAMS

Defendant(s)

MAGISTRATE'S REPORT
AND RECOMMENDATION

This case came for hearing on plaintiff's first cause of action before Magistrate Martha R. McCorkle, to whom it was referred pursuant to Civ. R. 53, to take evidence on all issues of fact and law. Plaintiff was in Court and represented by counsel. Defendant was in Court pro se.

FINDINGS OF FACT

1. Plaintiff is the owner of the property located at 3510 Longwood, #12, Cleveland, Ohio, 44115.
2. Defendant is the tenant of the residential premises pursuant to a written rental agreement.
3. Defendant's tenancy is federally subsidized under a project-based Section 8 Program.
4. The grounds for this eviction are breach of the lease, paragraphs 10b(1) and (6), involving defendant's alleged failure to maintain her unit in a clean and habitable condition, creating physical hazards due to the conditions of her unit.
5. Plaintiff first inspected the property on November 2, 2001, at which time plaintiff noted dirty dishes in the sink, bags of trash on the floor, debris and clutter on the floor throughout the unit, unwashed clothing throughout, the stove unclean and covered with filth, the refrigerator containing rotting food, and the floors unclean throughout the unit, both tiled and carpeted surfaces.
6. Plaintiff served, and defendant acknowledges receipt of, a thirty-day (30) notice on or about November 5, 2001 by hand-delivery and certified mail.

7. The notice served on defendant stated that defendant's "unit's housekeeping was not up to HUD Standards" but provided no other specifics.
8. Defendant did not attend any housekeeping classes offered by plaintiff's management staff.
9. Defendant took some steps to clean up the unit following the first inspection.
10. Plaintiff re-inspected the property on or about December 17, 2001 and found improvement in the cleanliness of the unit, however there were still dirty dishes in the sink, the interior of the stove needed cleaning, the carpeting needed cleaning, there were bags of clothes in the closet and a bag of trash in the hallway.
11. Plaintiff served, and defendant acknowledges receipt of, a three-day (3) notice on or about December 17, 2001, under the door.

CONCLUSIONS OF LAW

The regulations for assisted housing programs require the notice of termination to state the reason for the proposed termination of tenancy. 24 C.F.R. 8 247.4(a)(2) and 966.4(1)(3)(ii) (hereinafter "CFR"). See also Associated Estates v. Bartell, 24 Ohio App. 3d 6 (Cuyahoga Cty. 1985).

The regulations require the notices to provide specific bases for the termination. Id. To meet the specificity requirement in the regulations, the notice of termination must be specific in its statement of the reason for the proposed termination "to insure that the tenant is adequately informed of the nature of the evidence against him so that he can effectively rebut that evidence." Associated Estates v. Bartell, 24 Ohio App. 3d at 10 (Cuyahoga Cty. 1985). A notice of termination has been found to fail to meet the requisite specificity requirements if it includes only "bad housekeeping," and failure to keep the rental unit "safe, clean and decent." Winchester Gardens v. Swickheimer, No. M9410-CVG-031135 (Muni. Ct. Franklin Cty. Nov. 14 1994).

In this instance, plaintiff's notice of termination states that defendant's "unit's housekeeping was not up to HUD Standards." The Court finds that this notice does not meet the specificity requirements of the CFR or Ohio law, as the notice was not specific enough to inform defendant of the nature of the problems at her unit. The language that defendant's "housekeeping was not up to HUD Standards" does not list for defendant any of the problem areas or provide her with an idea of how to cure.

Assuming, *arguendo*, that this language met specificity requirements, the Court is not persuaded that plaintiff would be entitled to judgment in this case. Defendant took steps towards curing the breach by cleaning her unit between

service of the thirty-day and three-day notices. Plaintiff's witnesses testified that defendant did remove some debris, cleaned parts of the kitchen, and reorganized and cleaned out some of the closets. The photographs presented by plaintiff in Court indicate that some steps were taken, improving the conditions at the apartment.

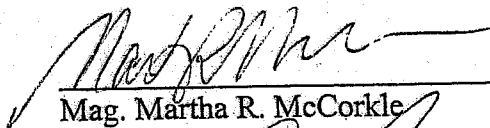
Based upon the evidence presented, judgment in this case is for the defendant.

Despite this Court's decision in this case, the Court believes that defendant would benefit greatly from instruction on proper housekeeping methods and practices.

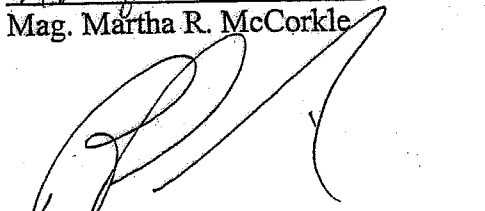
THEREFORE, IT IS ORDERED, that defendant take the housekeeping classes offered by plaintiff at the Longwood Estates. Defendant must take the class prior to April 15, 2002, and must be prepared to provide the Court with written documentation of her successful completion of this housekeeping course.

DEFENDANT'S FAILURE TO COMPLY WITH THIS COURT'S ORDER MAY BE GROUNDS FOR PLAINTIFF TO FILE A MOTION TO SHOW CAUSE AND FOR RELIEF FROM JUDGMENT IN THIS CASE.

Recommended:


Mag. Martha R. McCorkle

Approved:


JUDGE RAYMOND L. PIANKA

A copy of this judgment entry was sent by regular U.S. mail to parties /counsel on 7/7/02 HAT