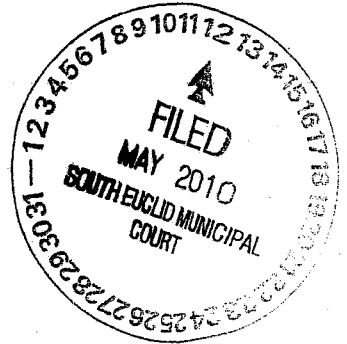


SOUTH EUCLID MUNICIPAL COURT
1349 South Green Road - South Euclid, Ohio 44121
(216) 381-2880



NICOLE NITTSKOFF
Plaintiff

CASE NO. 2010 CVG 183

vs.

JUDGE PATRICIA ANN KLERI

TAMIKA SANFORD
Defendant.

JUDGMENT ENTRY

This matter came on for consideration of the Decision of the Magistrate, filed May 12, 2010, along with the findings and recommendations contained therein.

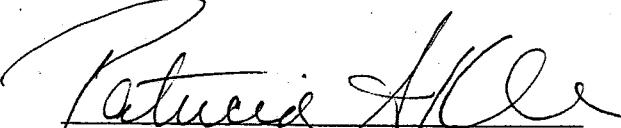
After review and consideration, the Court hereby approves the Decision of the Magistrate and adopts the recommendations in the Decision.

It is therefore ordered that the Complaint is dismissed, without prejudice, at Plaintiff's court costs.

Judgment is entered pursuant to Civ. R. 53.

IT IS SO ORDERED.

JOURNALIZED ON
(DATE) 5-12-10 BY: P.O.


JUDGE PATRICIA ANN KLERI

Copies mailed by P. Overberger, Deputy Clerk of Court, on May 12, 2010, to the parties.

SOUTH EUCLID MUNICIPAL COURT
1349 South Green Road - South Euclid, Ohio 44121
(216) 381-2880



NICOLE NITTSKOFF
Plaintiff

CASE NO. 2010 CVG 183

vs.

MAGISTRATE HEDY I. RAPEPORT

TAMIKA SANFORD
Defendant.

DECISION OF MAGISTRATE

This matter came on for hearing this 4th day of May, 2010, before Magistrate Hedy I. Rapeport, to whom this matter was referred, on the Complaint in Forcible Entry and Detainer. Present in Court were the parties. Whereupon, hearing had.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Based on the evidence presented, the Magistrate makes the following findings of fact and conclusions of law and enters the following Decision for consideration by the Court.

1. Defendant was served with summons and a copy of the Complaint.
2. Plaintiff is the Landlord under O.R.C. Section 1923.01.
3. The location of the property is 3965 East Antisdale Road, South Euclid, Ohio.
4. The parties entered into a written agreement for Plaintiff to rent the property to Defendant. The rental is federally subsidized through the Section 8 voucher program.
5. Plaintiff served Defendant with a thirty (30) day Notice to Terminate the Tenancy.
6. Plaintiff served Defendant with the R.C. Section 1923.04 Three Day Notice to Vacate (hereinafter, referred to, as "Notice to Vacate").
7. Plaintiff did not serve the Cuyahoga Metropolitan Housing Authority with a copy of the Notice to Vacate. To her detriment, Plaintiff erroneously relied on incorrect advice given to her by an employee of Cuyahoga Metropolitan Housing Authority.
8. Service of the Notice to Vacate on both the Defendant and the Cuyahoga Metropolitan Housing Authority is a jurisdictional prerequisite to this Court's hearing a Complaint in Forcible Entry and Detainer.

9. Because Plaintiff did not serve the Notice to Vacate on the Cuyahoga Metropolitan Housing Authority, this Court does not have jurisdiction to hear this Complaint. The defect cannot be cured after the Complaint has been filed.

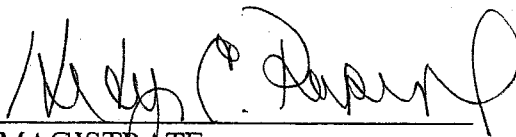
10. In addition, Plaintiff's acceptance of rent (for the period of time after service of the Notice to Vacate) voided the Notice to Vacate. Plaintiff was obligated to immediately return the rent payment.

DECISION:

Based on the foregoing Findings of Fact and Conclusions of Law, the Magistrate recommends that the Complaint should be dismissed, without prejudice, at Plaintiff's court costs.

JOURNALIZED ON

(DATE) 5-12-10 BY: P.O.


MAGISTRATE

Copies mailed to the parties.