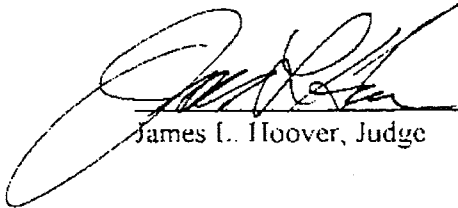


IN THE CRAWFORD COUNTY MUNICIPAL COURT

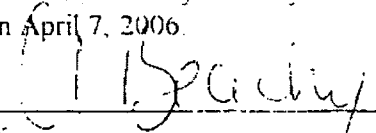
WATERFORD GLEN LLC., : CASE NO. 05 CVG 1055
PLAINTIFF, :
-v- : JUDGMENT
KERRY DOWELL, :
DEFENDANT. :

Based on the opinion filed this date the Plaintiff's claim for eviction is dismissed, costs to the Plaintiff. The Defendant is awarded judgment against the Plaintiff in the amount of \$565.05 on her counterclaim. The \$1,295.00 paid by Defendant to this Court in rent escrow shall be distributed as follows: \$565.05 to the Defendant for her damages on her counterclaim, the Court costs owed to this Court which are assessed to the Plaintiff, and the remaining net amount to the Attorney for the Plaintiff as and for rent owed by Defendant to Plaintiff for rent through and including April 30, 2006.


James L. Hoover, Judge

Certificate of Service

The undersigned certifies that a copy of this opinion was mailed by ordinary United States mail to the Attorneys for the Plaintiff and the Defendant on April 7, 2006.


Deputy Clerk

FILED
APR 07 2006
CRAWFORD COUNTY MUNICIPAL COURT
BUYRUS, OHIO

IN THE CRAWFORD COUNTY MUNICIPAL COURT

WATERFORD GLEN LLC.,
PLAINTIFF,

-v-

KERRY DOWELL,
DEFENDANT.

CASE NO. 05 CVG 1055

OPINION

FILED

APR 07 2006

CRAWFORD COUNTY MUNICIPAL COURT
BUCYRUS, OHIO

This matter came on for hearing on March 27, 2006 at 2:00 p.m. Plaintiff appeared represented by Attorney Hoeffel and Defendant appeared represented by Attorney Skilliter.

Upon proceedings held the Court makes the following findings of facts:

1) Defendant rented from Plaintiff's predecessor in title, Riverview Estates, a lot located at what is now known as Lot# 13 Waterford Glen, Bucyrus, Ohio and this lease was an oral month-to-month tenancy with a current monthly rental of \$185.00;

2) Defendant's manufactured home sits upon the subject property rented;

3) On February 12, 2004, Plaintiff notified Defendant that it had acquired the rented property and that from February 12, 2004 and that payments for rent would have to be in the form of check or money order and that there would be late fees and returned check fees (Plaintiff's Exhibit B);

4) Defendant noticed that in April 2005 that her water/sewer bill seemed excessive and she informed Plaintiff's agent, "Bob", "I think I got a leak." and "Bob" said "I'll look into it",

5) "Bob" did not look into the water leak problem as promised;

6) Defendant again advised Plaintiff's agent, "Bob", of this water leakage problem in May, 2005 and "Bob" said he would fix it but did not;

7) Defendant again advised Plaintiff's agent, "Bob", of this water leakage problem in June 2005 and "Bob" said "Oh, I forgot but I'll get onto it" but did not;

8) Defendant again advised Plaintiff's agent, "Bob", of this water leakage problem in June 2005 and "Bob" said he would fix it;

9) In July 2005, Defendant notified the Bucyrus City Water/Sewer Department and the Bucyrus City Water/Sewer Department determined that there was an underground water leak

located in the water supply line running to the Defendant's manufactured home and it was further determined that the repair of this line was the responsibility of the Plaintiff and "Bob" notified Defendant that the repair would have to be approved by Plaintiff's home office;

10) In August 2005, Defendant's bill was so outrageous, the City turned off the water at Defendant's property for 1 1/2 days and Defendant had to eat out costing \$15.00-\$20.00, had to drive 10-15 miles to KFC and McDonalds for these meals and had to give a friend \$20.00 for water supplied by the friend;

11) Defendant's average water/sewer bill ranges from \$33.07 to \$42.00 per month when there is no water leak and therefore the water/sewer bill for the five months in question should have ranged between \$165.35 and \$210.00 but instead was actually \$1,203.38 (May-August 2005 water/sewer bills for the months of April-end of August 2005----Defendant's Exhibits 5-A through 5-F);

12) The City of Bucyrus credited the Defendant's water/sewer bill account with \$494.21 for estimated excessive sewer charges generated by the water leak and therefore taking Plaintiff's total bills for May-August 2005 related to water/sewer charges, \$1,203.38, less the credit of \$494.21, less what Defendant's bill would normally have been \$187.68 (the average of \$165.35 and \$210.00) the court factually determines that the Defendant's water/sewer bill attributable to the leak is \$521.49;

13) Defendant paid rent until September 2005, when Defendant was advised by Plaintiff's agent to "hold onto the money until Plaintiff resolved the water problem,"

14) Defendant attempted again in October, November and December 2005 to pay the monthly rent but Plaintiff would not accept the rent and instead Plaintiff, in December 2005 instituted this eviction proceeding;

15) This matter came on for hearing on January 27, 2006 and at that hearing the Court inquired of the Defendant if she was in a position to pay the outstanding rent of \$740.00 (\$185.00/month for the months of October 2005, November 2005, December 2005 and January 2006 and the Defendant stated she was, and did, in fact place that \$740.00 on deposit with the Court;

16) Defendant agreed to thereafter deposit \$185.00/month with this Court in rent escrow until this matter could be concluded;

17) Plaintiff claims it is owed back rent from October 2005 to the date this court concludes this proceeding and that it is owed late fees as well, and Defendant claims the late fees are not enforceable..

From the foregoing facts, the Court makes the following conclusions of law:

1) Defendant has timely paid or tendered payment of rent or was told by Plaintiff's agent

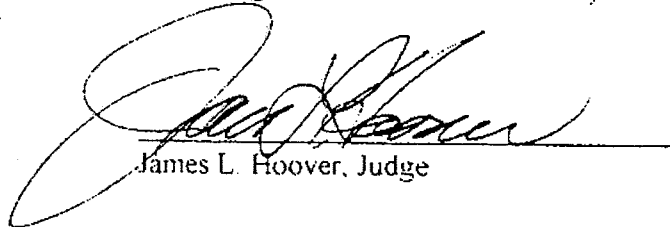
to not timely tender rent and therefore plaintiff is not entitled to evict the Defendant from the subject property and is not entitled to late fees;

2) Defendant has on deposit with this Court the sum of \$1,295.00 (the original deposit of \$740.00 and thereafter \$185.00/month for February 2006, March 2006 and April 2006;

3) Plaintiff's untimely resolution of the water leak resulted in the Defendant being damaged in the following manner: excess billing for water services for the months in question of \$521.49; \$17.50 for food purchased when having to eat out; mileage \$5.06 (12 1/2 miles at 40.5¢/mile); and \$20.00 for water provided by a friend for a total damage claim of \$564.05;

4) Plaintiff is now due and owed rent money through April 30, 2006 in the sum of \$1,295.00 and the Defendant is owed damages caused by Plaintiff in the amount of \$564.05.

The case is hereby dismissed and Plaintiff's claim for eviction denied, costs to the Plaintiff. The Clerk shall pay from the \$1,295.00 on deposit, the rents owed the Plaintiff, the following amounts: \$565.05 to the Defendant for her damages on her counterclaim; the Court costs owed to this Court which are assessed to the Plaintiff, and the remaining net amount to the Attorney for the Plaintiff.



James L. Hoover, Judge

Certificate of Service

The undersigned certifies that a copy of this opinion was mailed by ordinary United States mail to the Attorneys for the Plaintiff and the Defendant on April 7, 2006

Deputy Clerk

