

IN THE MARIETTA MUNICIPAL COURT
WASHINGTON COUNTY, OHIO

Richard Williams : Case No. 00 CVG 1040
Plaintiff, :
vs. : DECISION
Debra Wright et al :
Defendants. :
..... :

1. Plaintiff, Richard Williams, is the owner of a single family home and lot at 220 Elm Street, Marietta, Ohio 45750.
2. The Plaintiff owns or has an interest in three single family houses for rent.
3. Defendants, Debra Wright and Terry Russell, occupied 220 Elm Street, Marietta, Ohio, upon a month to month tenancy at the monthly rental rate of \$375.00, payable on the tenth day of each calendar month.
4. The house was in a good habitable condition at the time the Defendants moved in.
5. The parties, Richard Williams, Debra Wright and Terry Russell, entered into a four page lease prepared by the Plaintiff. The fourth page of the lease provided for the signatures of the Plaintiff and the Defendants. All parties hereto acknowledged their signatures to the lease.
6. The Home Rental Agreement includes a provision stating that "The premises shall be used as a residence with no more than 2 ADULTS and 2 CHILDREN and for no other

purpose without the prior consent of the owner.”

7. Defendants were tenants of Plaintiff under the written rental agreement (Home Rental Agreement) for residential premises from April, 1998 until November 17, 2000.

8. The last payment of rent from the Defendants was a partial payment in the amount of \$100.00 and was received in the month of August, 2000.

9. At the time Defendants vacated the property the sum of \$1,664.00 was claimed by Plaintiff for unpaid rent at the Lease rate of \$375.00 per month.

10. The Court determines from the evidence that the uncorrected roach infestation caused the rental value of the premises to be reduced to \$150.00. The Court finds that Plaintiff attempted to correct the problem but his efforts were not successful. As a result the Court finds that the Plaintiff is entitled to \$150.00 per month for a period of five months immediately preceding the date the Defendants vacated the property. During this five month period Defendants owed \$750.00 in rent. During this five month period Defendants paid \$211.00 (5 months at \$375.00 or \$1,875.00 less Plaintiff's claim of \$1,664.00 for unpaid rent). The Court finds the balance due at the reduced rate is \$539.00 for rent.

11. The lease entered into by the parties states: “Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests.”

12. The Plaintiff expended \$90.00 in trash removal upon Defendants departure.

13. The Defendants damaged the property by causing marks on the walls, and burning holes in the carpet beyond ordinary wear and tear.

14. The Plaintiff expended \$2,265.39 in materials, including carpet, for repairs necessitated by the Defendants' damage of the property.

15. The Plaintiff expended 102 hours on clean up of the residence. Said hours are

valued at an average of \$9.00 per hour.

16. The Plaintiff expended 48 hours painting the interior of the residence. The painting hours are valued at an average of \$13.50 per hour.

17. The Plaintiff expended 31 hours wallpapering the residence. Said wallpapering hours are valued at an average of \$13.50 per hour.

18. The Defendants paid a security deposit of \$375.00 for which they are entitled to credit.

19. For a period the premises were seriously infested with roaches.

20. Defendants reported the roach problem to the Plaintiff repeatedly beginning in April, 2000. Plaintiff originally supplied some spray for Defendants to apply. The spray did not resolve the problem.

21. Plaintiff had the premises professionally sprayed for roaches on or about September 1, 2000, but the roaches were not eradicated.

22. Defendant Debra Wright babysat in the residence with the knowledge and consent of the Plaintiff.

23. Defendant Debra Wright had a Type B daycare provider's license and received clients from the Washington County Department of Jobs and Family Services, fka Department of Human Services.

24. Defendant Debra Wright could not renew her Type B license because her residence was roach infested. She lost wages after she stopped providing daycare.

25. Defendant Debra Wright earned \$450.00 per month as a daycare provider before she had to stop. On the other hand, Defendant did not have to perform day care services. Further the lease prohibited conducting a business.

26. Various items of Defendants' personal property was damaged or destroyed by the roaches. Those items are listed in Defendants's Exhibit D. The total value of Defendant's property damaged or destroyed was \$4,360.00.

27. The lease contains language which appears to violate the unlawful discrimination practices provisions of Ohio Revised Code 4112.02.

28. The Court has no evidence upon which it can base an award of damages, either actual or punitive.

Based upon the foregoing findings of fact

IT IS ORDERED AND ADJUDGED that Plaintiff is awarded judgment against Defendants in the sum of \$4,503.89 with ten percent interest from date of judgment.

IT IS FURTHER ORDERED AND ADJUDGED that Defendants are awarded judgment against Plaintiff in the sum of \$4,360.00 with ten percent interest from date of judgment.

Costs are assessed against the parties equally.

As a result of the judgments granted to both Plaintiff and Defendants the Court Orders that the judgment be offset against each other. Following the offset of the judgments, Defendants owe Plaintiff the sum of \$143.89 for which Plaintiff is granted a judgment with ten percent (10%) interest from date of judgment.



Thomas R. Atkinson, Acting Judge