

HAMILTON COUNTY MUNICIPAL COURT

HAMILTON COUNTY, OHIO

NORB & THOMAS DENHART  
dba POPLAR APTS.

Plaintiffs

-vs-

ZAHOORA COOPER

Defendant

No. 78CV35878

FINDINGS OF FACT AND  
CONCLUSION OF LAW

FINDINGS OF FACT

1. The plaintiffs own the premises known as 918 Findley Street, Cincinnati, Ohio.
2. The defendant is a tenant in Apt. 1004 of the premises pursuant to a lease agreement, Plaintiff's Exhibit F.
3. The plaintiffs receive rent supplement payments on behalf of the defendant pursuant to Section 101 of the Housing and Urban Development Act of 1965, Public Law 89-117, 89th Congress, HR 7984, August 18, 1965.
4. The lease between the parties (Plaintiff's Exhibit F) provides in pertinent part:  
  
Tenant for himself and his heirs, executors, and administrators agrees as follows:  
...  
(b) to keep that part of the premises which he occupies and uses in a clean, safe, and sanitary manner, and to comply with all the laws, health and policy requirements with respect to said premises and appurtenances and to save the landlord harmless from all fines, penalties and costs for violations or noncompliance by tenant with any of said laws, requirements, or regulations, and from all liability arising out of any such violations or noncompliances.
5. On September 29, 1978, Mr. Daugherty, a Health Inspector of the Cincinnati Health Department inspected the defendants apartment, and issued an order to the defendant to clean the apartment.
6. On September 29, 1978, the defendants apartment was in a dirty and neglected condition.

7. On September 30, 1978 the plaintiffs, through their agent, delivered a notice to defendant to leave the premises for violation of the lease agreement, Plaintiff's Exhibit B.

8. On January 3, 1979, the date the health inspector returned to the defendants apartment, the defendant had complied with the order of the Health Department.

9. On December 22, 1978, the date the apartment was inspected by plaintiff's agent, Mr. Davis, the defendants apartment was in substantially the same condition as it was on January 3, 1979.

#### CONCLUSIONS OF LAW

The defendant was in violation of her obligations under O.R.C. §5321.05, the lease agreement, and The Cincinnati Health Department Regulations on September 29, 1978.

The defendant complied with her obligations under O.R.C. §5321.05, the lease agreement, and the Cincinnati Health Department Regulations after receipt of the order from the Health Department.

In an action for forcible entry and detainer which alleges a violation of a lease agreement, which is also a violation of O.R.C. §5321.05, the plaintiff must proceed in accordance with O.R.C. §1923.02 (H), and O.R.C. §5321.11.

Because the defendant complied with her obligations under the law upon receipt of notice of her violation, the plaintiff is not entitled to restitution. The first cause of action requesting a writ of restitution is dismissed.

1st Feltner  
Referee

1st J. Mehaus  
Judge