

IN THE MUNICIPAL COURT OF
CHILLICOTHE, OHIO

Heritage Hills, Ltd. *
Plaintiff * CASE NO. 86-CVG-169
-vs- * JUDGMENT ENTRY.
Deborah M. Bragg *
Defendant *

MAARIE YIL ARCHER, CLERK
MUNICIPAL COURT
CHILLICOTHE, OHIO

86 SEP 11 P2:38

FILED

* * * * *

For reasons set forth in the Findings of Fact and conclusions of Law filed in this case on September 11, 1986, judgment is hereby rendered in favor of plaintiff Heritage Hills, Ltd., and against defendant Deborah M. Bragg, on plaintiff's complaint, and the Court finds that plaintiff is entitled to possession of the premises. A writ of restitution shall issue in this case to restore plaintiff to possession of the premises.

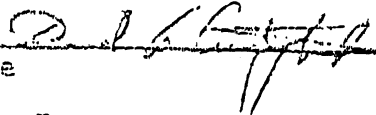
Judgment is hereby rendered in favor of defendant Deborah M. Bragg and against plaintiff Heritage Hills, Ltd., on the counterclaim herein, for the sum of \$180.00.

The court finds the equities of this case in favor of plaintiff and equitable relief is denied to defendant.

Defendant's judgment on the counterclaim shall be deducted from the rent on escrow with the Court, and the

balance of the rent held in escrow is ordered paid to plaintiff by the Clerk of this Court.

Costs in this case shall be taxed one-fourth to plaintiff and three-fourths to defendant.

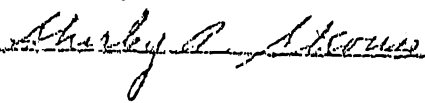


Judge

Copy of the foregoing Judgment Entry mailed to the following by ordinary first class mail postage prepaid on the 11th day of September, 1986:

John L. Fosson, Attorney at Law, 280 Yoctangee Parkway,
Chillicothe, Ohio 45601

Terry G. Waddleton, Attorney at Law, 15 East Second Street,
Chillicothe, Ohio 45601



MARILYN RICHTER, CLERK
MUNICIPAL COURT
CHILLICOTHE, OHIO

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IN THE MUNICIPAL COURT OF
CHILLICOTHE, OHIO

HARRIS & RICHES, CLERK
MUNICIPAL COURT
CHILLICOTHE, OHIO

1986 SEP 11 P2:37

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Heritage Hills, Ltd. *
Plaintiff, * CASE NO. 86-CVG-169
-vs- * FINDINGS OF FACT AND
Deborah M. Bragg * CONCLUSIONS OF LAW
Defendant. *

This case was tried to Court on September 10, 1986. Present and participating were Heritage Hills, Ltd., through their representative, Laila Doles, and their attorney, John L. Fosson. Present was defendant Deborah M. Bragg with her attorney Terry C. Weddleton.

FINDINGS OF FACT

1.) On or about September 14, 1983, Defendant entered into and is still in possession of premises known as 371 Plyley's Lane, Apt. 123, Chillicothe, Ross County, Ohio, pursuant to a written lease in which Plaintiff was the lessor of the premises. The initial term of the tenancy under the lease was from September 14, 1983 until August 31, 1984, and pursuant to said lease, at the expiration of the initial term the tenancy of Defendant continues until such time as it is terminated in accordance with paragraph 23 of the lease. A copy of said lease is attached to the complaint herein as Exhibit A.

2.) Paragraph 23 of said lease provides that Plaintiff may

9.) Plaintiff failed to repair the upstairs air conditioning unit in defendant's apartment, and it was inoperable from November, 1985, to September 6, 1986.

MARILENE RICHTER, CLERK
MUNICIPAL COURT
CHILLICOTHE, OHIO

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10.) As a result of the inoperable air conditioning unit, the value of defendant's leasehold estate was diminished by \$180.00.

11.) Defendant is still in possession of the premises involved in this case.

CONCLUSIONS OF LAW

1. Defendant's wilful failure to pay rent due February 1, 1986, was a material noncompliance with the terms of the lease.

2. Plaintiff has the legal right to terminate the lease in this case and has taken all steps necessary therefore under the law.

3. Plaintiff's action as set forth in finding of fact 9 was a violation of the obligations of a landlord as set forth in R. C. 5321.04(A)(4).

4. The facts set forth in findings of fact 5, 6, and 7 require the application of the clean hands doctrine in resolution of the equities of this case, and the equities are resolved

terminate the lease for the Defendant's material noncompliance with the terms of the lease. Material noncompliance includes, but is not limited to; repayment of rent beyond any grace period available under State law; and repeated late payment of rent.

3.) On February 10, 1986, after the office hours of plaintiff, defendant left an unsigned check on an account which had been closed, at the office of plaintiff by sticking it in an outer door.

4.) The leaving of an unsigned check on a closed checking account is not payment.

5.) Defendant knew that the check referred to in finding of fact 3 was not signed, and she knew that there were not funds in the checking account to cover the check.

6.) Defendant wilfully and intentionally failed to pay the rent due plaintiff pursuant to the lease on February 1, 1986.

7.) Defendant was not truthful in her testimony to the Court concerning the knowledge of the signing of the check, nor her testimony to the Court that she thought she had money in her checking account to cover the check.

8.) The defendant was aware of her obligation to pay the rent for February 1, 1986, not later than February 10, 1986, at the close of plaintiff's office that day.

MAURICE F. SCHER, CLERK
MUNICIPAL COURT
CHALICESTHE, OHIO

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in favor of plaintiff.

D. V. G. [Signature]
Judge

Copy of the Findings of Fact and Conclusions of Law
mailed to the following by ordinary first class mail postage
prepaid on the 11th day of September, 1986:

John L. Fosson, Attorney at Law, 280 Yoctangee Parkway,
Chillicothe, Ohio 45601

Terry C. Waddleton, Attorney at Law, 15 East Second Street,
Chillicothe, Ohio 45601

Shirley A. Strouse

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MUNICIPAL COURT
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