

1992 JUN 17 PM 2: 28  
CANTON MUNICIPAL COURT

IN THE CANTON MUNICIPAL COURT

STARK COUNTY, OHIO

LINDA S. CORRIN

CASE NO. 91 CVG 7366

PLAINTIFF

VS.

GUILLERMO GAMBOA

DEFENDANT

JUDGMENT ENTRY

A hearing was held on the above entitled action on June 15, 1992 at 1:30 P. M. in the Canton Municipal Court. Based upon the evidence, the Court finds as follows:

1. On March 17, 1989 and again on June 20, 1989, the City of Canton inspected the apartment located at 1335 Woodland N. W. Canton, and in the March 20 letter, listed out a series of code violations.

2. The Plaintiff moved into this apartment in January of 1990. On October 15, 1990 she first notified the landlord of various problems she was experiencing in the rental unit, some of which were referenced in the June 20, 1989 letter noted as Exhibit 2.

3. In addition to the letter of October 15, 1990 the tenant also advised the landlord of continuing deficiencies in addition to new deficiencies in letters dated 5/1/91, 8/1/91, 2/24/92 and 5/28/92.

4. While some of the deficiencies noted by the tenant were of a minor nature, the Court finds that certain complaints were

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not minor and did in fact decrease the value of the rental unit. Specifically, the Court notes the failure of the landlord to control the roach problem, failure of the landlord to timely repair the latch on the back door, denying access to the basement area, failure to repair the stove and failure to repair the blower on the furnace. In addition, in reviewing the evidence submitted by the Plaintiff as evidenced by her letters, there were a number of structural defects that the landlord failed to repair.

5. The evidence clearly showed that while the landlord did repair certain defects, this was only after the tenant had placed her rent in escrow and/or the landlord was facing a prosecutor's conference or a pre-trial with the Court.

Therefore, based upon the evidence presented, most notably the failure to control the roach problem, the Court awards to the Plaintiff the amount of \$1,175.00 as the difference in value between what the rental unit was worth under fair market value and the actual value of the rental unit. In addition, noting that the failure to repair stretched over approximately 18 months, the Court finds that the landlord's failure to act was reckless and thereby awards the Plaintiff \$100.00 as and for punitive damages.

Because the Court finds the Defendant acted in a reckless and wanton manner, the Court further awards attorney fees in the amount of \$310.00. The Court finds that the attorney for the Plaintiff spent two hours in trial and at \$75.00 an hour the Court determines that part of his attorney fees to be worth

THOMAS L. HARNON, CLERK  
CANTON MUNICIPAL COURT

\$150.00. The balance of the attorney fees awarded are for out  
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of court preparation and for pre-trials attended.

Parties to pay their own costs.

  
Richard D. Reinbold, Jr.  
Judge

Dated: June 16, 1992

cc: Ivan Redinger  
Guillermo Gamboa