

MASSILLON MUNICIPAL COURT  
STARK COUNTY, OHIO

WATERSIDE ESTATE APTS.  
AGT-PROP TECHNICIANS, INC.  
UNITED PROPERTY MGMT.

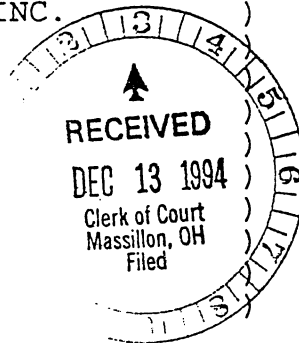
CASE NO. 94-CVG-2296

PLAINTIFF

vs

T. KEEN

DEFENDANT

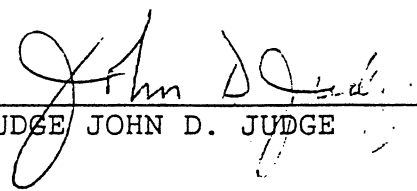


JOURNAL ENTRY

This day the above matter came on for consideration of plaintiff's first cause of action and after review of the oral testimony and exhibits presented at trial and the law applicable thereto, the court finds on the issues joined in favor of defendant for the following reasons:

- 1) That plaintiff's posture is that defendant is subject to eviction for failure to pay plaintiff the sum of \$299.00 on or before October 25, 1994. (See plaintiff's Exhibit A.) This amount represents rent from July through October of \$172.00 and late charges from January 1993 through June 1994 of \$127.00. (The July-October rent if tendered when due would not have been accepted by plaintiff as a result of a prior eviction action pending between the parties that ended in early October in favor of defendant.)
- 2) That in accordance with item 5 of said lease, "...The landlord may not terminate this agreement for failure to pay late charges, but may terminate this agreement for non-payment of rent..."
- 3) Thus while plaintiff could have terminated the lease for non-payment of the July through October rent after affording defendant a reasonable time to pay, plaintiff could not also insist that all late charges be paid.

Accordingly on the issues joined judgment is hereby rendered in favor of defendant on the first cause of action.

  
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JUDGE JOHN D. JUDGE