

IN THE MUNICIPAL COURT, CHILLICOTHE, OHIO

Zane Village Mobile Home Park,
Plaintiff,

-vs-

Ronald Hedrick, aka Ron Hedrick,
and
Judith Nightingale, aka
Judy Nightingale
Defendants.

*
*
*
*
*
*
*

CASE NO. 95CVG536
JUDGMENT ENTRY

FILED

SEP 21 1995

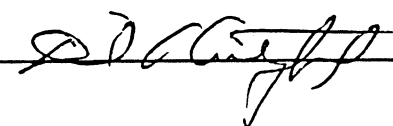
ROSEANNA J. STRONG, CLERK
CHILLICOTHE MUNICIPAL COURT
CHILLICOTHE, OHIO

In accordance with the Findings of Fact and Conclusions of Law filed herein on September 21, 1995, judgment is hereby rendered as follows.

Judgment is rendered in favor of defendants Ronald Hedrick, aka Ron Hedrick, and Judith Nightingale, aka Judy Nightingale, and against plaintiff Zane Village Mobile Home Park on the forcible entry and detainer claim herein, being the first cause of action of plaintiff's amended complaint.

Judgment is rendered in favor of plaintiff Zane Village Mobile Home Park and against defendants Ronald Hedrick, aka Ron Hedrick, and Judith Nightingale, aka Judy Nightingale in the sum of \$680.00 plus utility payments due for the months of May, June, July, August, and September, 1995, on the second cause of action of the amended complaint (being rent at \$132.00 per month for five months plus a \$20.00 late fee for May, 1995). The clerk of this court is directed to release to plaintiff towards said judgment the sum of \$340.00 now being held by the clerk for the months of August and September, 1995.


Costs are taxed to plaintiff.

Judge 

SEP 21 1995

PROOF OF SERVICE

Copy of the foregoing JUDGMENT ENTRY mailed to the following by ordinary first class mail postage prepaid on the 21st day of September, 1995:


David B. Tyack, Attorney At Law, 660 Hill Road North, P. O. Box 184,
Pickerington, Ohio 43147

James M. Daniels, Attorney at Law, SOUTHEASTERN OHIO LEGAL SERVICES
PROGRAM, 15 East Second Street, Chillicothe, Ohio 45601-2546

Ronald Hedrick, 318 Clay Street, Chillicothe, Ohio 45601



SHIRLEY A. STROUSE
COURT REPORTER, CMC #2

IN THE MUNICIPAL COURT, CHILLICOTHE, OHIO

FILED

SEP 21 1995

Zane Village Mobile Home Park,
Plaintiff,

-vs-

Ronald Hedrick, aka Ron Hedrick,
and
Judith Nightingale, aka
Judy Nightingale
Defendants.

*
*
*
*
*
*
*
*
*

CASE 95CVG536

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

ROSEANNA J. STRONG, CLERK
CHILLICOTHE MUNICIPAL COURT
CHILLICOTHE, OHIO

This case was tried to Court on Thursday, September 7, 1995. Present was the representative of plaintiff with attorney David B. Tyack. Defendant Judith Nightingale was present with attorney James M. Daniels. Defendant Ronald Hedrick was present without counsel.

FINDINGS OF FACT

1. The second defense of the answer and the counterclaim were dismissed at trial by defendant Judith Nightingale at the request of her attorney James M. Daniels.
2. At all times pertinent herein plaintiff Zane Village Mobile Home Park was a lessor of mobile home lot spaces, authorized to do business in the State of Ohio.
3. In 1989 defendants Ronald Hedrick and Judith Nightingale as co-applicants entered into an agreement to rent a lot space in plaintiff's mobile home park known as 24 Deerpath Road.
4. The rental agreement called for defendants to pay plaintiff \$132.00 per months lot rent plus utilities.
5. The lot rent and utilities payments were due on the first day of the month, but not later than the fifth day of the month.
6. If the lot rent and utilities payments were made between the sixth day of the month and the tenth day of the month, they would be accepted, but a \$20.00

late fee would be charged.

7. If the lot rent and utilities payments were not paid by the tenth of the month, the tenant would be delinquent and subject to eviction proceedings.

8. The \$20.00 late fee charged as provided by the rental agreement is reasonable as liquidated damages for late payments, considering loss of use of income and necessary notices and paperwork attributable to late payments.

9. The rent for defendants' lot was not paid for May, 1995, by May 10 1995.

10. On May 11, 1995, plaintiff served defendant Judith Nightingale with a proper notice to leave premises as required by law.

11. The defendants' first attempt to pay the rent for May 1995, was by defendant Hedrick's check sent by mail postmarked May 15, 1995.

12. The check referred to in Finding of Fact 11, above, was returned to defendants by certified mail signed for by defendant Judith Nightingale on May 23, 1995.

13. Defendant Ronald Hedrick tried to pay the May, 1995, rent with another check in May 24, 1995.

14. The check referred to in Finding of Fact 13 was sent to attorney John G. Blair, who was representing plaintiff at that time, the check being sent by plaintiff.

15. Defendant Ronald Hedrick attempted to pay the June, 1995, rent in a timely manner.

16. Plaintiff returned the June, 1995, rent to defendants by certified mail signed for by defendant Ronald Hedrick on June 7, 1995.

17. On July 5, 1995, defendant Ronald Hedrick resubmitted the June, 1995 rent, plus the July, 1995, rent to plaintiff.

18. The checks for the June and July, 1995, rent, were returned by plaintiff

to defendants by certified mail, which was returned to plaintiff marked "unclaimed".

19. Plaintiff has not accepted any rent payments for the lot after May 11, 1995.

20. In April of 1992 plaintiff accepted a rent and utilities payment from defendants after the 10th of the month, but notified defendants that this action was for one time only due to emergency necessitated by defendant Ronald Hedrick having lost his job.

21. From mid 1992 until May of 1995, no rental payments were made after the 10th of the month, such payments being made not later than the 10th of the month in each case.

22. Defendants' rent was current up to May 1, 1995.

23. Defendants paid the August and September 1995 rent to the Court.

24. Plaintiff is holding the uncashed checks from Defendant Ronald Hedrick for the June and July, 1995, rent.

25. The check for the May rent was returned by plaintiff to defendant Judith Nightingale, as stated in Finding of Fact 12, above.

25. The premises had been occupied by defendants and the fourteen year old son of defendant Judith Nightingale.

26. Rent payments on the lot were from income earned by defendant Ronald Hedrick.

27. In early 1995 domestic violence charges were filed against defendant Ronald Hedrick, with defendant Judith Nightingale being the alleged victim.

28. Although these charges have been dismissed at the request of defendant Judith Nightingale, an additional charge of domestic violence has been filed against defendant Ronald Hedrick with defendant Judith Nightingale being the alleged victim, and a temporary protection order arising out of that charge is currently in effect.

29. Defendant Ronald Hedrick has vacated the premises.
30. Defendant Judith Nightingale and her fourteen year old son continue to occupy the remises.
31. Defendant Judith Nightingale is the recipient of SSI and disability income payments, but has no other income.
32. Defendant Judith Nightingale suffers from chronic severe depression and physical disabilities.
33. Defendant Judith Nightingale was hospitalized in January or February, of 1995 for attempted suicide.
34. Defendant Judith Nightingale is currently under psychiatric care and medication for her mental problems.
35. When defendant Judith Nightingale received the notice to leave the premises on May 11, 1995, that was her first notice that the lot rent was delinquent.
36. When defendant Judith Nightingale received the notice to leave premises on May 11, 1995, she called defendant Ronald Hedrick and was told by him that the lot rent had been paid.
37. On May 11, 1995, defendant Ronald Hedrick gave defendant Judith Nightingale a check to pay the lot rent, which check defendant Judith Nightingale delivered to plaintiff by dropping it in the mail slot.
38. The check so delivered was returned by plaintiff, and bore the date of April 10, 1995.
39. The check referred to in Finding of Fact 11, above, was the first attempt to pay the May, 1995, rent with a check correctly dated.
40. Defendant Judith Nightingale owns no land to which to move the mobile home.
41. Defendant Ronald Hedrick is in default of answer to the amended complaint herein and has thereby admitted the allegations thereof to be true.

42. Defendants Ronald Hedrick and Judith Nightingale are indebted to plaintiff for rent plus utility payments according to the rental agreement, for the months of May, June, July, August, and September, 1995.

CONCLUSIONS OF LAW

1. Plaintiff has followed all legal procedures required to evict defendants.
2. The plaintiff can be made whole without a forfeiture and eviction of defendants from the premises.
3. The equities of the case are in favor of defendant Judith Nightingale so as to prevent her eviction in this case. Heritage Hills vs. Nusser (1986), Case No. 1183 (Ross Co. App., 4th District).
4. Plaintiff is entitled to judgment against defendants for rent and utility payments due for the months of May, June, July, August, and September, 1995.



Judge SEP 21 1995

PROOF OF SERVICE

Copy of the foregoing Conclusion of Law mailed to the following by ordinary first class mail postage prepaid on the 21st day of September, 1995:

David B. Tyack, Attorney at Law, 660 Hill Road North, P. O. Box 184,
Pickerington, Ohio 43147

James M. Daniels, Attorney at Law, SOUTHEASTERN OHIO LEGAL SERVICES
PROGRAM, 15 East Second Street, Chillicothe, Ohio 45601-2546

Ronald Hedrick, 318 Clay Street, Chillicothe, Ohio 45601



SHIRLEY A. STROUSE
COURT REPORTER, CMC #2