



# PETITION

In Forcible Detention with Claim for Rent

Rev. Code, Secs. 1901.18; 1923.01-02; 2309.03

FILED

FILED

Rodney W. Cody  
201 Gilman St.  
Marietta, Oh. 45750

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Plaintiff MUNICIPAL COURT  
MARIETTA, OHIO

MUNICIPAL COURT  
No. MARIETTA, OHIO 9606 965

vs

Elmer & Kellie Bettinger  
207 B Curtis  
Marietta, Oh. 45750

IN FORCIBLE DETENTION

PETITION

Defendant

Rodney W. Cody, Plaintiff

state that the Defendants, Elmer & Kellie Bettinger have ever since the first day of October, 1996, and do still, unlawfully and forcibly detain, from the Plaintiff's possession of the following described premises, situated in the city of Marietta, and County of Washington, State of Ohio, and known as 207 B Curtis

That said Defendants entered upon said premises as tenant of the Plaintiff under a oral rental agreement/lease

the term of which expired at the time herein first mentioned; Rent is due in full in the amount of \$350.00 on the first day of each month.

and from the time first above mentioned the said Defendant have unlawfully and forcibly held over their said term.

On the 21st day of October, 1996, the Plaintiff duly served upon the said Defendant, as required by law, notice in writing to leave said premises.

Second cause of action:

Plaintiff for his second cause of action states that the Defendant are indebted to said Plaintiff in the sum of \$504.00 as rent for the above named premises for the period from 10/15/95, 19, to 11/30/96 19, on a rental basis of \$350.00 per month plus an additional month's rent is due on 12/1/96, plus an undetermined amount may be due for possible damages.

Plaintiff asks process, rescission, and judgment for \$854.00 and costs of this action.

Dated this 18th of November, 1996

*Rodney W. Cody*

1. If the Petition claims Forcible Entry and Detention "Entry and," and make the necessary changes to conform to the facts of the case.  
2. Here insert the words applicable, "an oral month-to-month tenancy, or an oral week-to-week tenancy, etc., or written lease." If forcible entry is alleged, this paragraph should be affixed.  
3. If a written lease set forth the pertinent terms of lease.

\*\*\*\*\* NOTICE TO LEAVE PREMISES \*\*\*\*\*  
Rev. Code Sec. 1923.04

TO Elmer and Kellie Bettinger TENNANT(S)

I WANT YOU TO LEAVE THE FOLLOWING DESCRIBED PREMISES  
YOU NOW OCCUPY, THAT IS SITUATED IN THE city OF  
Marietta, COUNTY OF Washington AND  
STATE OF OHIO, AND DESCRIBED AS 207B Curtis  
TOGETHER WITH THE LOT OF LAND ON WHICH SAID building  
IS SITUATED.

GROUNDS: non-payment of rent in the amount of \$154.00

YOUR COMPLIANCE WITH THIS NOTICE ON OR BEFORE THE  
25th DAY OF October, 1996, WILL PREVENT ANY LEGAL  
MEASURE BEING TAKEN BY ME TO OBTAIN POSSESSION.

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE,  
AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN  
DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT,  
IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.

Rodney W. Cody LANDLORD 10/21/96 DATE  
RODNEY W. CODY

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# MEMORANDUM  
#

Rodney W. Cody, 201 #1 Gilman St. # ON THE 21st DAY OF October  
Marietta, Ohio 45750 373-1158 # 1996, I SERVED THE WITHIN  
#

VS. # NOTICE ON THE NAMED

Elmer & Kellie Bettinger # Elmer & Kellie Bettinger

207B Curtis  
Marietta, Ohio 45750 # By taping a copy to the door of  
# their usual place of abode and/or  
# by handing a copy in person

CC #  
FILE # Rodney W. Cody