

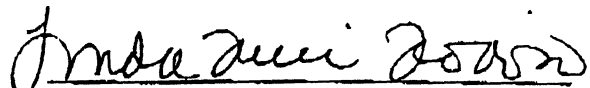
The thirty day notice specified by R.C. §5321.11 has held to be required in those instances where a health and safety violation exists. Sandefur Mgmt. Co. v. Wilson (1985), 21 Ohio App. 3d 160.

In the case at bar, the Defendant received a thirty day notice on or about January 7, 1997. That notice notified the Defendant that her lease would stand terminated in thirty (30) days. It further notified the Defendant that the termination was being sought as a result of a fire which erupted as a result of an unattended candle and which caused extensive damage to the property.

There is nothing in R.C. §5321.11 which requires that a landlord notify the tenant of his or her right to cure. The statute merely provides that the tenancy will terminate if the Defendant fails to cure the condition contained in the notice within the thirty day period. The notice provided by the A.M.H.A. details the violation complained of and clearly states that the tenancy would terminate in thirty (30) days. It is then up to the Defendant to cure the breach complained of within the thirty day period. There was no evidence presented at the hearing before the Magistrate that the Defendant took any steps to cure the health and safety violation complained of. She did not undertake any repairs of the property or do anything to rectify the condition.

The Court finds that the Magistrate erred in holding that the landlord had to outline the steps to be taken by the tenant to cure the violation. This cause is remanded to the Magistrate for further proceedings on Plaintiff's claim for forcible entry and detainer.

IT IS SO ORDERED.


LINDA TUCCI TEODOSIO, Judge

cc: Gregory R. Sain & Tonya D. Whitsett, Attorneys for Plaintiff
James E. Brown, Attorney for Defendant
File

