

CAMBRIDGE MUNICIPAL COURT
GUERNSEY COUNTY
CAMBRIDGE, OHIO

ASPEN GREEN / WODA,

PLAINTIFF

vs.

SEAN HOWARD, et al.,

DEFENDANT

CASE NO. 04 CV 00467

ORDER
JUDGMENT AND JOURNAL ENTRY

The Court determines that there is no error of law or other defect on the face of the Magistrate's Decision.

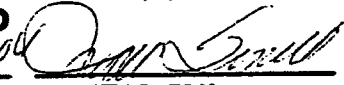
The Court adopts the Decision of the Magistrate and approves and enters the same as a matter of Record.

Motion to dismiss is Granted. Case dismissed without prejudice.

The decision of the Court constitutes a final and appealable Order. The Clerk of this Court is ORDERED to comply with Civil Rule 58 (B), and serve upon all parties notice of judgment and date of entry upon the journal.

IT IS SO ORDERED.


JUDGE

JOURNALIZED	9.30.04
CERTIFICATE OF SERVICE PER CIVIL RULE 58(B) PARTIES NOTIFIED	
DATE	9.31.04
	
	DEPUTY CLERK

CAMBRIDGE MUNICIPAL COURT
GUERNSEY COUNTY
CAMBRIDGE, OHIO

04 SEP

ASPEN GREEN / WODA,

CASE NO. 04 CV 00467

PLAINTIFF

vs.

DECISION OF MAGISTRATE

SEAN HOWARD, et al.,

DEFENDANT

COMPUTER

Case called on 9-23-04 on hearing for restitution of the premises. Plaintiff was represented by Attorney William M. Bennett. Defendants appeared and were represented by Attorney Stuart Y. Itani. The Defendants were served with the Complaint and Summons on 8-5-04. The hearing was continued from 8-26-04. Defendants latest motion to continue was filed at 2:48 p.m. and is Denied. Defendants' Motion to Dismiss was taken under advisement. Issues: ownership, rent due, notification process. Evidence adduced.

Defendants are tenants of Aspen Green and receive subsidy of rent from the Rural Development Program. There is no question that Defendants failed to pay \$258.00 rent in the months of July, August, September 2004.

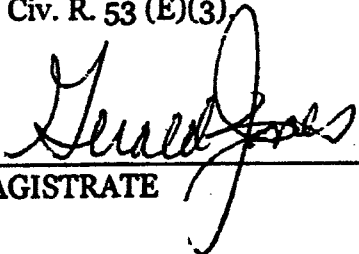
The only notice received by Defendants prior to the filing of the eviction was a three-day notice to vacate which alleged a failure to pay rent for July 2004.

This notice was received by the Defendants on July 12, 2004. Defendants did not receive a Notice of Lease Violation which presupposes an opportunity to correct by a certain date and is to include a statement that the tenants may informally meet with the landlord to resolve the violation prior to the date of corrective action specified in the notice. Article XXI 3 and 4 of the lease contemplates a two step process (3 - Notice of Lease Violation, 4 - Notice of termination).

Motion to Dismiss is Granted.

As dicta, because it is unnecessary to the resolution of the matter, testimony as to ownership was marginal at best with the representative stating "as far as she knew" WODA owned Aspen Green. No deed or other evidence of ownership was presented.

A party shall not assign as error on appeal the Court's adoption of any finding of fact or conclusion of law in that decision unless the party timely and specifically objects to that finding or conclusion as required by Civ. R. 53 (E)(3)


MAGISTRATE