

EUCLID MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

DATE: March 4, 2014
CASE NO.: 14CVG00417

DEEGAN MANAGEMENT INC.

PLAINTIFF(S)

v.

DENISE MOSS

DEFENDANT(S)

MAGISTRATE'S REPORT
AND JUDGMENT ENTRY

First Cause of Action

- Plaintiff in Court Defendant in Court Neither Party in Court
 Plaintiff Represented by Counsel Defendant Represented by Counsel

Findings of Fact

1. Plaintiff(s) is (are) the owner(s) landlord (acting on behalf of _____)
(name of owner)

of the premises described in plaintiff's complaint.

2. Defendant(s) is(are) the ~~tenant(s)~~ of the residential commercial premises pursuant to
 an oral a written rental agreement.

3. Defendant's tenancy is not federally subsidized.
 Defendant's tenancy is federally subsidized, as follows: _____

4. Plaintiff(s) did did not serve defendant(s) with a three day notice. Notice was admitted
as Plaintiff's Exhibit 2 and was served on the date contained in the notice.

5. The grounds alleged for this eviction are:

- Nonpayment Termination of Periodic Tenancy Expiration of Lease
 Non-Color of Title Foreclosure Violation of R.C. 5321.05(A)(9) (Drug Activity)
 Violation of R.C. 5321.05 Breach of Lease (other than nonpayment) Other

6. Grounds = Nonpayment

- Defendants last pay rent on _____ for the month of _____.
 Plaintiff(s) was not (were not) required to serve defendant(s) additional notices (in
addition to 3 day) or
 Plaintiff(s) was (were) required to serve defendant(s) additional notices, which
 were not served or were served on the date contained in the notice; and
admitted as Plaintiff's Exhibit _____.

Or

Grounds = Termination of Periodic Tenancy

- Periodic rental date _____, pursuant to the parties written oral rental
agreement.

- Plaintiff was (were) required to serve defendant(s) with a notice of termination of tenancy, which was not served or was served on the date contained in the notice, and admitted as Plaintiff's Exhibit _____.

Or

- Grounds = Expiration of Lease
- The parties' written lease expired on _____.
 - Plaintiff(s) was (were) not required to served defendant(s) additional notices (in addition to 3 day) or
 - Plaintiff(s) was (were) required to serve defendant(s) additional notices, which were not served or were served on the date contained in the notice, and admitted as Plaintiff(s) Exhibit _____.

Or

- Grounds = Foreclosure
- Defendant lost title through foreclosure on or about _____.
 - Defendant has entered into no rental agreement with Plaintiff.

Or

- Grounds = Violation of R.C. 5321.05(A)(9) (Drug Activity)
- Illegal drug activity occurred at the premises on or about _____.
 - Additional Findings: _____.

Or

- Grounds = Violation of R.C. 5321.05 (other than drug activity)
- Defendant(s) has(have) violated/failed to fulfill the tenants' obligation under R.C. 5321.05, which materially effects health and safety, as follows: _____
 - Plaintiff(s) was (were) required to serve defendant(s) additional notices, which were not served or were served on the date contained in the notice, and admitted as Plaintiff's Exhibit _____.
 - Defendant did did not breach, after service of the notice.

Or

- Grounds = Breach of Lease (other than nonpayment)
- Defendant(s) has (have) violated the terms of the rental agreement as follows: _____
 - Plaintiff(s) was (were) required to serve defendant(s) additional notices, which were not served or were served on the date contained in the notice, and admitted as Plaintiff's Exhibit _____.
 - Additional Findings: _____

Conclusions of Law

1. Plaintiff(s) has (have) has (have) not established by a preponderance of the evidence that s/he served on defendant(s) a three day notice as required by law, vesting this Court with jurisdiction to proceed.
2. Plaintiff(s) has (have) has (have) not established by a preponderance of the evidence that Plaintiff is entitled to judgment on the first cause, on the following grounds:

- Nonpayment Termination of Periodic Tenancy Expiration of Lease
- Non-Color of Title Foreclosure Violation of R.C. 5321.05(A)(9) (drug activity)
- Violation of R.C. 5321.05 Breach of Lease (other than nonpayment) Other

3. No other notices were required or
- Plaintiff(s) served defendant(s) with all other notices as required by law.
 - Plaintiff(s) did not serve defendant(s) with all other notices as required by law, as follows: _____

4. Additional Conclusions: THIS COURT LACKS SUBJECT MATTER JURISDICTION. CMHA MADE TWO (2) PAYMENTS AFTER SERVICE OF 3 DAY NOTICE.

5. Any objections to the Magistrate's Decision must be filed with the Clerk of Court within fourteen (14) days of the filing of this decision. If any party timely files objections, any other party may also file objections not later than ten (10) days after the first objections are filed. Objections must be filed in compliance with Civil Rule 53(D) (3) and Local Rule 12. The filing of timely written objections shall operate as an automatic stay of execution of that judgment until the Court disposes of those objections and vacates, modifies, or adheres to the judgment previously entered.

Recommendation

Based upon the foregoing, the Magistrate recommends the following:

- Judgment for Defendant
- Judgment for Plaintiff. Writ of Restitution to Issue.
- Forthwith Move Out Ordered _____
- Move Out to Take Place on Or After _____
- By order of the Court, Dismissed with Prejudice 1st Cause 2nd Cause Both Causes
- By order of the Court, dismissed without Prejudice 1st Cause 2nd Cause Both Causes
- For Want of Prosecution, Dismissed without Prejudice
- Additional Findings/Recommendations _____

JOURNALIZED

MAR 10 2014

D. Little
Judge

ENCLID MUNICIPAL COURT
BARBARA M. TERCEK, CLERK OF COURTS
[Signature]
Magistrate

CMHA REPRESENTATIVE TESTIFIED DIRECT DEPOSIT PAYMENTS OF \$366.00 WERE MADE FOR JANUARY AND FEBRUARY 2014. THE MONIES (DIRECT DEPOSITS) WERE NOT RETURNED TO CMHA. WHILE PLAINTIFF'S REPRESENTATIVE DISPUTES RECEIVING PAYMENTS THIS COURT FINDS THE CMHA REPRESENTATIVE TO BE CREDIBLE.

[Signature]