

IN THE LICKING COUNTY MUNICIPAL COURT

FILED  
LICKING COUNTY  
MUNICIPAL COURT  
2019 AUG -5 PM 3:10  
NEWARK, OH  
MARCIA J. PHELPS  
CLERK

FDA Peachtree, LLC

Plaintiff,

VS.

CASE NO. 18CVG03298

JUDGE MICHAEL F. HIGGINS

Susan Crowder

Defendants.

**JUDGMENT ENTRY**

This matter came on for trial on July 25, 2019, on the complaint of the plaintiff and the counterclaim of the defendant.

Plaintiff seeks unpaid rent, damages to the premises and reimbursement for utility bills incurred by the defendant.

Defendant seeks rent abatement due to the condition of the subject premises. Defendant also seeks punitive damages.

Judgment for plaintiff in the amount of \$ 585.00

The parties entered into a lease in April of 2018. That lease is incorporated into this entry reference as if fully rewritten herein.

Defendant was to pay rent in the amount of \$795.00 per month. The defendant paid rent until November of 2018. She vacated by mutual agreement in December 2018.

Judge  
Michael F. Higgins

Judge  
David N. Stansbury

40 W. Main Street  
Newark, OH 43055

740.670.7842  
740.670.7852

Defendant was to pay utilities directly to the utility companies except for water utility. Plaintiff was to bill separately. There is no provision in the lease as to where rent was to be received.

The manner in which late fees were calculated is unconscionable. Accordingly the court will not enforce that provision. See paragraph four in total and the second sentence of paragraph three of the rental agreement.

Defendant paid a security deposit of \$795.00

The subject premises was substandard by definition. However, the defendant chose to live there until the eviction was filed.

The defendant never utilized rent withholdings, nor did she contact local authorities having jurisdiction. The only documented evidence she had regarding habitation issues directed to the plaintiff were de minimis i.e. the railing on the porch.

The remaining defects were not proven by a preponderance of the evidence and speculative in nature.

Plaintiff's proven damages are as follows:

1. November Rent	\$795.00
2. December Prorated Rent	\$371.00
3. Extermination for fleas.	\$214.50
4. Columbia Gas	\$0.00
5. Water	\$0.00
6. Damages to door	\$0.00

With respect to items 4 and 5 no receipts were introduced into evidence.

With respect to item 5 not only are there no bills, but the manner in which the water bills were calculated is something the court will not enforce.

Defendant's claim for rent abatement is not supported by credible evidence, hence no compensation for putative damages are in order.

Defendant is entitled to a set off for her security deposit in the amount of \$795.00.

Judgment for plaintiff is granted in the amount of \$585.50 plus costs and interest from before and after judgment.

IT IS SO ORDERED.

  
JUDGE MICHAEL F. HIGGINS

MFH/mds

cc: All Parties ✓

# AGREEMENT FOR RENT

**LANDLORD:** FDA Peachtree, LLC. (DBA as) Fred Ashbaugh  
P.O. Box 173  
Granville, OH 43023  
740-334-9360

**THE TENANT:** Suzannah Crowder

**1. Rented Premises.** The Landlord, on consideration of the rents to be paid and covenants to be performed by tenant hereunder, hereby rents to the Tenant, subject to the covenants and conditions hereinafter set forth the following described premises:

608 W. Main Street  
Newark, Ohio 43055

**2. Term.** The term of this agreement shall be month to month, which starts on the 25<sup>th</sup> day of April 2018. The Tenant needs to give, in writing, and deliver to the Landlord, a notice 30 days before the Tenant ends this agreement.

**3. Rent.** The Tenant shall pay for the last part of the month of April, rent in the amount of \$159.00. Then the Tenant shall pay a monthly rent of \$795.00 which is due on the 1st day of the month starting on May 1, 2018. If rent is not paid on the 1st day of the month there will be a 10% late fee added to the rent. If the Tenant does not pay the current months plus the late fee on the 2nd day of the month, the Landlord could proceed with the Tenants eviction. The Tenant also agrees to pay for gas, electric, cable, trash and all other charges such as the internet and telephone services. Service for water service, are to be paid by the Tenant to the Landlord along with the monthly rent.

**4. Payments.** All monies paid by Tenant to Landlord are applied first to late fees and all other outstanding debts and bills, then to any past due rent, and lastly to the current month's rent.

**5. Security Deposit.** The Tenant has paid a deposit to the Landlord in the amount of \$795.00 as security for this agreement. This security deposit cannot be used as payment for rent once the Tenant has given notice to terminate this agreement. If the tenant defaults in the terms of this agreement, the security deposit will be used for the payment of any rent or repairs as to which the Tenant is in default.

**6. Use of Premises.** The Tenant shall not commit or suffer any waste on or in the Premises and shall upkeep the yard and remove all waste from the property. Also, the Tenant shall not permit the Premises to be used for any unlawful purpose of any dangerous, noxious, or offensive activity. The Tenant also shall not cause, maintain, or create any nuisance in the Premises. The tenant will keep the premises in as good an order and condition as it is now, with reasonable use and ordinary wear and tear.

**7. Damage or Destruction to Premises.** It is the responsibility of the Tenant to carry insurance for any loss that they or their invited guest may incur while renting the premises. This insurance must include pet liability if the Tenant or their invited guest brings pets onto the property. If the premises become rendered as untenantable by fire or other casualty, the Tenant will vacate the premises within 10 days and will pay no further rent following the damage or destruction. The Landlord will refund to Tenant the security deposit and the unearned portion of any rent paid in advance prorated to the date of damage or destruction.

**8. Repairs.** Except for damage or destruction caused by fire or casualty, the Landlord will be responsible to maintain and repair to the Premises, under normal wear and tear. HOWEVER: If vandalism or misuse causes any of the Landlords maintenance, the Landlord will maintain and repair the premises, AT THE TENANTS EXPENSE. The Tenant shall not have any repairs made that will result in a mechanics lien being made against the Premises. The Tenant will be billed to make repairs and to bring the property back to the condition it was in at the time it was rented.

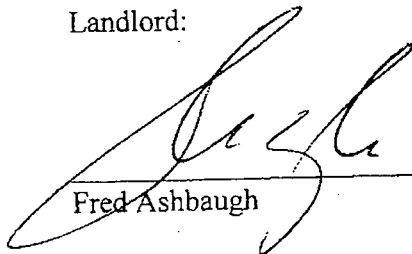
**9. Quiet Enjoyment.** The Landlord agrees in advance, that if Tenant pays the rent, and performs the terms of this agreement on his part as the Tenant. Then the Tenant can peaceably and quietly occupy the premises without any hindrance, ejection of molestation by the Landlord.

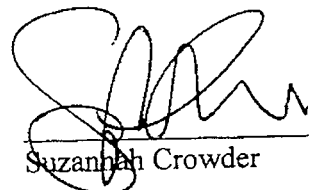
**10. Improvements by Tenant.** The Tenants agrees not to make any structural changes, improvements, or alterations in the premises, without first obtaining a written consent from the landlord. Any changes or alterations shall be at the Tenants expense.

**11. Landlords Right of Entry for Inspection.** The Tenant agrees that the Landlord shall have at all reasonable times to enter and inspect or make repairs to the Premises. The Landlord can also use this Right of Entry to determine if the Tenant is carrying out the terms and conditions of this agreement.

Landlord:

Tenant:

  
Fred Ashbaugh  
4-25-18  
Date

  
Suzannah Crowder  
4-25-18  
Date