

EAST CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

MARY HARRIS)
1830 Idlewood)
East Cleveland, Ohio 44112)
Plaintiff)

vs.)

CHRISTINA HARDNICK)
999 East 131st Street)
Cleveland, Ohio 44108)
Defendant)

CASE NO. 07 CVI 00705

JUDGE SANDRA L. WALKER

JUDGMENT ENTRY

This matter came before Judge Sandra L. Walker on June 12, 2007 pursuant to a Small Claim Complaint filed by the Plaintiff, Answer and Counterclaim filed by the Defendant.

The court finds that Plaintiff Mary Harris appeared and Defendant Christina Hardnick appeared represented by Attorney Anne K. Sweeney.

The court further finds that Plaintiff is seeking past due rent in the sum of \$1,700.00 plus \$500.00 in property damages. The Defendant is seeking reimbursement for payment of the water and sewage bill in the sum of \$852.35 and refund of her security deposit in the sum of \$600.00 plus damages and interest which totals \$1230.00 for a final total of \$2,682.35.

The court further finds that Plaintiff testified that the Defendant gave her \$600.00 in December, 2005 towards her rent and that she entered into a lease agreement in December, 2005. She stated that Defendant owes her \$734.00 for the month of December, 2005, January and February, 2006. She presented multiple receipts for materials and labor to repair property damages during the Defendant's stay in the Plaintiff's rental property totaling in excess of the \$500.00 that she is seeking in damages.

The court further finds that the Defendant testified that she paid the Plaintiff a security deposit in the sum of \$600.00 in December, 2005 and that she moved into the property on April, 2006. She presented evidence that she was living in Colonnade

Associates' property prior to moving to Plaintiff's property in April, 2006. See Defendant's Exhibits C & K.

The court further finds that per the HAP contract that the Plaintiff was liable for the water and sewage as testified to by the Witness from CMHA and that the Defendant paid the sum of \$852.35 and that she should be reimbursed. Defendant provided proof of payments. See Defendant's Exhibits A, J & I.

The court further finds that the Plaintiff presented evidence that she was entitled to \$87.00 as reimbursement for the broken glass which is offset by the damages owed to the Defendant. See Plaintiff's Exhibit 1.

The court further finds that the Defendant's argument for interest on the security deposit was not well taken, since the monthly rental was \$734.00 per month and that the Defendant was liable for the security deposit in the sum of \$600.00 which was not in excess of her monthly rent even though it was paid by a third party, CMHA.

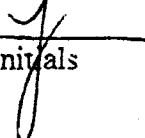
The court further finds that the Defendant is entitled to \$600.00 minus the sum of \$87.00 for the damaged window times 2 for a total sum of \$1,026.00, since Plaintiff failed to refund her security deposit. Defendant's total damages are \$852.35 for reimbursement for water and sewage plus \$1,026.00 for double damages for Plaintiff's failure to refund security deposit for a grand total of \$1,878.35.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff Mary Harris's claim is denied except as provided above and that Defendant Christina Hardnick is granted a judgment against the Plaintiff Mary Harris in the sum of \$1,878.35 as of June 12, 2007 plus 8% interest per annum for all of which execution may issue as provided by law.

IT IS SO ORDERED.

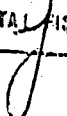

JUDGE SANDRA L. WALKER

Date of Mailing: 7/24/07

By: 
Initials

RECEIVED FOR FILING

JUL 23 2007

ANNETTA FISHER, CLERK
BY  DEP