

STEUBENVILLE MUNICIPAL COURT  
123 SOUTH THIRD STREET  
STEUBENVILLE, OHIO 43952

CASE NUMBER 08CVG00531

ALICIA HOLDING LLC

-VS-

VERONICA CUTRI

MUNICIPAL COURT  
STEUBENVILLE OHIO

2008 JUL 24 A 8:53

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ENTRY

This matter came before the Court for hearing on Friday the 13<sup>th</sup> day of June, 2008, and the Magistrate found in favor of the Plaintiff in his order dated June 23, 2008. The Defendant filed Objections and a Memorandum on July 3, 2008.

After reviewing the Magistrate's Opinion and the Memorandum of the Defendant and the facts of this case, it is the Courts opinion that the Magistrate Decision be overruled for the following reason;

Both parties stipulated that the Defendant in her application disclosed her date of birth and source of income. In spite of the fact that the Defendant did not meet the age requirements the Plaintiff **agreed to a 1 year lease with the Defendant**. The parties acknowledge that the Plaintiff made a mistake in granting the lease to the Defendant.

Ohio Landlord Tenant Law by Federic White Section 2.25 refers to the effect of a mistake upon a lease, "A mutual mistake with regard to some aspects of the subject matter of a lease can be grounds for relief, .." however, the text cites Hannah v Pixley 9 Ohio L Abs (1930) which hold that, , ,

" a lease may be rescinded when there is a mutual mistake of fact..." The Court, however, **went on to find that. . .**" it would not rescind a lease\rental agreement where the mistake resulted from the negligence of the complaining party."

This Court finds that the lease was entered into as a result of the Plaintiff's mistake and negligence in reviewing the Defendant's application, whereby the Plaintiff failed to recognize that the Defendants age disqualifies her for financial assistance, The Court further finds that the lease should not be rescinded as a result of Plaintiff's error but be enforced for the remainder of the term. Plaintiff will not be obligated to renew the Defendant's lease at the end of the current term.

It is therefore ordered that the Magistrate Decision is overruled and the Plaintiff's request for termination of the lease is denied. Costs to Plaintiff.

cc ALICIA HOLDING LLC  
JOHN J. MASCIO ESQ.  
VERONICA CUTRI  
THOMAS E. ZANI ESQ

A handwritten signature in black ink, appearing to read "G. Quigley", is written above a horizontal line.

JUDGE