

IN THE CHILlicoTHE MUNICIPAL COURT  
CHILlicoTHE, OHIO

FILED

2006 JAN 26 AM 9:41

ROSEANNA J. STRONG, CLERK  
MUNICIPAL COURT  
CHILlicoTHE, OHIO

KEN HOWARD

Case No. 05CVG1910

&

HOWARD COMPANIES, INC.

AGREED DISMISSAL ENTRY

Plaintiffs,

KELLEE REEVES

The parties wish to inform the court that they have reached an agreement on all pending issues in this case and in the Rental Escrow Case No. 05000. Plaintiffs agree to voluntarily dismiss the Complaint, and Defendant agrees to voluntary dismiss her Answer and Counterclaims with prejudice. Plaintiff/Landlord Howard Companies, Inc. further agree to release the monies held in the Rental Escrow Case, Case No. 05000 to Defendant/Tenant, Kellee Reeves. Costs to Plaintiffs.

IT IS SO ORDERED.

1-26-06  
DATE

*John B. Ruff*  
JUDGE

Submitted and Approved by:

SOUTHEASTERN OHIO LEGAL SERVICES

CATANZARO & ROSENBERGER

*Josaphine Babcox*  
JOSAPHINE BABCOX (0077447)  
Attorney for Defendant  
11 East Second Street  
Chillicothe, Ohio 45601  
Phone: (740) 773-0012

*J.D. Catanzaro*  
JEROME D. CATANZARO (0012955)  
Attorney for Plaintiffs  
112 W. Third Street, P.O. Box 26  
Waverly, OH 45690  
PH: 740-947-2176

*Client received \$985 in escrowed funds*

Chillicothe Municipal Court  
 Rent Escrow Account  
 26 S. Paint Street  
 Chillicothe, OH 45601

Date 2/3/06

1014  
 56-1509/441  
 1250

**PAY to the order of** Kellee Reeves \$ 985 <sup>58</sup>/<sub>100</sub>

Nine hundred eighty five & <sup>58</sup>/<sub>100</sub> Dollars

**Huntington**  
 www.huntington.com

For RE0500001 Roseanne Strong

⑆044115090⑆ 01088137004⑆01014

COLONIAL CLASSICS © Clarke American WCC

I, Kellee Reeves, received the above check from Southeastern Ohio Legal Services this 17 day of February 2006.

Kellee Reeves  
 KELLEE REEVES

IN THE CHILLICOTHE MUNICIPAL COURT  
CHILLICOTHE, OHIO

FILED

2005 NOV 29 PM 3:35

ROSEANNA J STRONG, CLERK  
MUNICIPAL COURT  
CHILLICOTHE, OHIO

KEN HOWARD  
100 North Market Street  
Waverly, OH 45690

Case No. 05CVG1910

&

HOWARD COMPANIES, INC.

AMENDED ANSWER AND  
COUNTERCLAIMS

100 N. Market Street  
Waverly, OH 45690

Plaintiffs

vs.

KELLEEE REEVES  
2843 St. Rt. 207, Ct. 2, Lot 36  
Chillicothe, OH 45601

Defendant.

AMENDED ANSWER

1. Defendant does not have sufficient knowledge to form a basis for belief of the allegations contained in Paragraphs 1 and 2.
2. Defendant admits that she signed a written rental agreement on May 27, 2005 as alleged in Paragraph 3, but denies that the portion of the lease discussing the rent discount was crossed out as shown in Plaintiff's Exhibit A.
3. Defendant denies the allegations in Paragraph 4 and 6.
4. Defendant admits the allegations contained in Paragraph 5.

5. Defendant denies that she agreed to pay rent in the sum of \$550 per month as alleged in Paragraph 8. Defendant agreed to pay \$500 if paid before the fifth of the month, and \$550 if paid thereafter.

6. Defendant denies that a posting of a security deposit was waived as alleged in Paragraph 9. Defendant paid to Plaintiffs a total of \$150 in cash toward the security deposit and in exchange for work done to the rental unit, Plaintiffs agreed to credit Defendant with the rest of the security deposit for total deposit amount of \$500.

7. Defendant denies the allegations in Paragraph 10, 11, and 12.

### COUNTERCLAIMS

#### FACTS

8. Plaintiffs' first cause of action is moot because Defendant has moved from the premises.

9. Defendant incorporates by reference Paragraphs 1 through 7 as if fully restated herein.

10. On or about May 11, 2005, Defendant, Kellee Reeves, paid to Plaintiffs \$100 to secure the rental of the mobile home located at 2845 State Route 207, Court 2, Lot 36. See attached Defendant's Exhibit 1.

11. On or about May 27, 2005, Defendant signed a rental agreement with the Plaintiffs to rent the mobile home at issue and agreed to pay \$500 a month in rent, and \$550 if paid after the 5<sup>th</sup> of the Month.

12. Before Defendant moved into the mobile home, Defendant told Plaintiffs' agents that she was moving from Columbus and Defendant was assured by Plaintiffs' agents that the mobile home and surrounding premises would be clean and suitable for Defendant and her family to move into by May 28, 2005.

13. On or about May 30, 2005, Defendant and her family moved their personal belongings into

the mobile home, but did not stay overnight because there was no electricity and the mobile home was not clean.

14. On or about June 1, 2005, Defendant and her family began staying in the mobile home overnight.

15. Shortly thereafter, Defendant made multiple written and oral requests for repairs including but not limited to electrical problems, exposed wires, duct work, shelves, closet doors, replacing back door, fixing windows and cleaning up construction debris and trash from the yard.

16. On or about June 23, 2005, Cathy Watters, Plaintiff's agent, agreed to waive one half of rent due for July and the remaining balance due for the security deposit in exchange for maintenance work done by Defendant.

17. On or about July 1, 2005, Defendant performed maintenance work for Plaintiffs including but not limited to trash removal, removal of discarded counter tops and cabinet fronts, painted walls, and the removal of molded dry walls.

18. Defendant paid rent to Plaintiffs rent for July and August.

19. Defendant attempted to tender rent monies due and owing to Plaintiffs on September 5, 6 and 7, however no one was in the office to accept it.

20. On September 8, 2005, Defendant tendered \$650 to Defendants, which represents \$100 for the rest of August rent, \$500 for September, and a \$50 late fee for August rent. See Defendant's Exhibit 2 and Defendant's Exhibit 3.

21. On or about September 24, 2005, Defendant gave to Plaintiffs a written notice that she intended on filing a rent escrow case against Plaintiffs for their continued failure to remedy the condition of the mobile home.

22. Rather than fixing the problems as required by law, Plaintiffs sent Defendant a 3-Day Notice

to Leave on September 26, 2005.

23. Defendant did file an application to deposit rent with the clerk on September 30, 2005.

Accordingly, Defendant deposited October and November rent with this court.

### **FIRST CAUSE OF ACTION**

24. Defendant was a tenant in a mobile home park pursuant to a rental agreement with Plaintiffs. Plaintiffs are a park operator as defined in O.R.C. 3733.01.

25. Plaintiffs failed to abide by the requirements set out in O.R.C. 3733.10 to put and keep the premises in a fit and habitable condition and to maintain in good and safe working order the electrical systems supplied by him. .

26. As a result of Plaintiffs failure to remedy the conditions, Defendant is entitled to money damages.

### **SECOND CAUSE OF ACTION**

27. All rental agreements are contracts. Implied in all rental agreements is the warranty of habitability, which is codified in O.R.C. 3733.10.

28. Plaintiffs actions are a breach of the warranty of habitability, and have caused the constructive eviction of Plaintiffs, and as a result of such illegal self-help eviction and Plaintiffs breach of contract, Defendant has been damaged, the details of which will be more fully stated at a hearing on damages.

### **THIRD CAUSE OF ACTION**

29. By sending Defendant a 3 Day Notice to Leave the premises after Defendant made numerous requests for repairs of the conditions that posed a threat to the health and safety to herself and her family, Plaintiffs engaged in unlawful retaliation, as codified in O.R.C. 3733.09.

30. By terminating the rental agreement in response to Defendant's requests for repairs, Plaintiffs caused Defendant to suffer irreparable harm and damages.

THEREFORE, Defendant requests the following relief be granted:

- A. Dismiss Plaintiff's Second Cause of Action for damages;
- B. Award Defendant money damages in an amount to be determined after a hearing on damages; and
- C. Grant her any other relief that may be just and equitable.


SOUTHEASTERN OHIO LEGAL SERVICES

  
\_\_\_\_\_  
JOSEPHINE BABCOX (0077447)

Attorney for Plaintiff  
11 East Second Street  
Chillicothe, Ohio 45601  
Phone: (740) 773-0012  
Fax: (740) 772-6226

**CERTIFICATE OF SERVICE**

This is to certify that a copy of this Amended Answer and Counterclaims was served upon Pamela C. Childers, Attorney for Defendants, P.O. Box 2073, 133 ½ W. Main Street, Chillicothe, OH 45601 by ordinary U.S. Mail on this 29<sup>th</sup> day of November, 2005.

  
\_\_\_\_\_  
JOSEPHINE BABCOX (0077447)  
Attorney for Defendant

RECEIPT

DATE 9-8-05 No. 350953

FROM Kelle, Reeves \$ 600

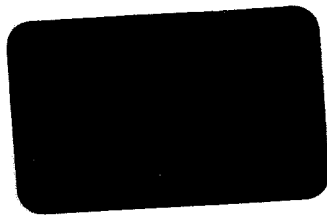
Six hundred DOLLARS

FOR RENT at 2-36.

FOR

ACCT.	<u>600 -</u>	<input checked="" type="radio"/> CASH	FROM <u>Kelle</u> TO
PAID		<input type="radio"/> CHECK	<u>Sam. Boltthouse</u>
DUE		<input type="radio"/> MONEY ORDER	BY

1152



RECEIPT

DATE 5-21-05 No. 421292

FROM Kelley, Reeves \$ 100

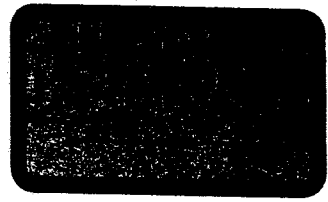
one hundred DOLLARS

FOR RENT at 2 lot 36, to hold trailer

FOR

ACCT.		<input type="radio"/> CASH	FROM	TO
PAID	<u>100 -</u>	<input checked="" type="radio"/> CHECK	<u>Sam. Boltthouse</u>	
DUE		<input type="radio"/> MONEY ORDER	BY	

11



RECEIPT

DATE 9-8-05 No. 35095

FROM Kelle, Reeves \$ 50

fifty DOLLARS

FOR RENT at 2 lot 36,

FOR

ACCT.	<u>50 -</u>	<input checked="" type="radio"/> CASH	FROM <u>Kelle</u> TO
PAID		<input type="radio"/> CHECK	<u>Sam. Boltthouse</u>
DUE		<input type="radio"/> MONEY ORDER	BY

