

CLEVELAND MUNICIPAL COURT
HOUSING DIVISION
CUYAHOGA COUNTY, OHIO
RAYMOND L. PIANKA, JUDGE

HAMILTON PLACE ASSOCIATES L P
Plaintiff (s)

Date: February 19, 2013

-VS-

2012 CVG 016117

GREGORY LOVE
Defendant (s)

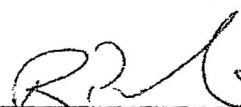
JUDGMENT ENTRY

The Court concludes that Defendant is entitled to judgment on Plaintiff's first cause of action because the notice of termination that Plaintiff served on Defendant was not sufficiently specific to allow Defendant to rebut at trial Plaintiff's claim that he committed a material breach of his lease.

The Court noted that the notice of termination Plaintiff attached to its complaint might not state the grounds for termination with sufficient specificity and gave Plaintiff and Defendant time to file briefs on this issue. Plaintiff filed a brief indicating that with the notice of termination it provided a second page attachment indicating more specifically what Defendant conduct Defendant had engaged in that constituted a breach of his lease. That attachment, however, does not make the assertions in the notice much more specific. The most specific statement in the notice of termination is that the police were called. The attachment does not amplify on this statement in any way.

Defendant's brief indicates that he does have knowledge of the incident referred to by the notice of termination and its attachment—an incident on August 13, 2012 taking place by the elevator— but does not have knowledge of what it is exactly that Plaintiff is asserting that he did on that day that constituted a material breach of his lease. It appears that it could be that Plaintiff claims that Defendant should not have disrupted workers who were fixing the elevator by engaging in argument and complaint with them. It appears that it could be that Plaintiff claims that Defendant's use of foul language was the conduct that violated house rules. It appears that it could be that Plaintiff claims that Defendant made comments that were a genuine threat of violence. Without doubt, Defendant understands the conflict to have been part of a larger dispute between him and his landlord. Under these circumstances, Plaintiff has not met its burden of stating with specificity the grounds for termination so that Defendant can rebut them at trial. 24 C.F.R. §966(l)(3)(ii). *Associated Estates Corp. v. Bartell* (1985), 24 Ohio App. 3d 6, 492 N.E.2d 841 (8th Dist.); *Owner's Mgmt. Co. v. Stern* (1995), No. 67445, 1995 WL 23152, at *2 (8th Dist.); *Cuyahoga Metro. Hous. Auth. v. Younger* (1994), 93 Ohio App. 3d 819, 639 N.E.2d 1253 (8th Dist.).

Accordingly, the Court grants judgment for Defendant on Plaintiff's first cause of action.



Judge Raymond L. Pianka
Housing Division

A copy of this judgment entry was sent by regular U.S. mail to parties/counsel on
2/21/13, by WVC.