

IN THE MUNICIPAL COURT
Kent DIVISION
PORTAGE COUNTY, OHIO

William Schaefer
PLAINTIFF

VS.

James Robertson
DEFENDANT

CASE # K86CV6-1104

FINDINGS OF THE REFEREE--FORCIBLE
ENTRY AND DETAINER

RECEIVED
NOV 14 1986

HEARING DATE Nov 3-86 COMPLAINT FILED 10/8/86 SERVICE DATE 10/8/86

PARTIES PRESENT PLAINTIFF ☒
DEFENDANT ☒

RESIDENTIAL (ORC 4321) ☒ COMMERCIAL (ORC 1923) ☐
TRAILER PARK (ORC 3733) ☐

PLAINTIFF: OWNER/AGENT ☐

BASIS OF FIRST CAUSE OF ACTION

RENT DEFAULT BEGINNING ☐

TERMINATION OF PERIODIC TENANCY ☐

BREACH OF LEASE/RENTAL AGREEMENT TERM: ☐

ITEM # ☐

OTHER ☐

PREMISES VACATED ON ☐

KEY RETURNED ON ☐

THIS CAUSE CAME ON FOR HEARING BEFORE THE REFEREE AS REGULARLY ASSIGNED BY THE COURT, EVIDENCE AND TESTIMONY WERE RECEIVED AND THE ABOVE FACTS WERE FOUND TO BE TRUE. AFTER FINDING JURISDICTION AND VENUE TO BE PROPER, THE REFEREE FINDS THAT:

A WRIT OF RESTITUTION IS TO ISSUE AGAINST THE DEFENDANT AS PRAYED ☐

X A WRIT OF RESTITUTION IS DENIED BECAUSE

SEE ATTACHED FINDINGS

A WRIT OF RESTITUTION IS TO ISSUE BY AGREEMENT AGAINST THE NAMED DEFENDANTS AS PRAYED, BUT IS NOT TO BE EXECUTED IF:

PLAINTIFF ☐

DEFENDANT ☐

THE FIRST CAUSE OF ACTION IS MOOT AND THEREFORE DISMISSED BY THE PLAINTIFF, WITHOUT PREJUDICE.

X THE SECOND CAUSE OF ACTION IS PENDING UNTIL ANSWER DATE.

John P. Hill
REFEREE

TYPE OF TENANCY: ORAL WRITTEN RENTAL AGREEMENT, WRITTEN LEASE, SQUATTER, OTHER, ☐

COPY ATTACHED: YES/NO ☐

DELIVERED HOW? ☐

TENANCY BEGAN ON: ☐

TERM OF TENANCY: ☐

RENT DUE ON: ☐

THREE DAY NOTICE TO VACATE ☐

DELIVERED HOW? ☐

DATE DELIVERED: ☐

COPY ATTACHED: YES/NO ☐

Motion for dismissal filed to you necessary party made by defendant. Reserve ruling

JUDGMENT ENTRY

THE COURT, HAVING REVIEWED THE FINDING AND RECOMMENDATIONS OF THE REFEREE, APPROVES AND HEREBY ORDERS, ADJUDGES, AND DECREES THAT THE SAME BE ENTERED OF RECORD AND MADE AN ORDER OF THIS COURT. IT IS SO ORDERED.

John P. Hill
JUDGE

11-10-86

Kent BRANCHSCHAEFER

PLAINTIFF

CASE NUMBER K86CVS1104

VS

FINDINGS AND REPORT

ROBERTSON

DEFENDANT

OF REFEREE

Louise Robertson - moved in 7/1/83. PMHA subsidized. She was already qualified. Rent was \$300/month. PMHA paid all. Signed agreement in July. Paid about \$40.00 to Mr. Schaefer since July. I agreed to make repairs. Told plaintiff that she was going to move, prior to July. Contract with PMHA was renewed after 6/30/86. \$300 for July was not paid, PMHA told her that she would have to pay.

William Schaefer - owner of unit. Lease agreement for 1984, subsidized by PMHA, through 6/30/86. No other contract since 6/30/86, one has been sent to him, but he has not signed. Has not signed because pl. said that she was going to move. Exh A - agreement as to things to be done, repairs made, in consideration of letting her stay. July rent not paid. She has made payments, but not according to terms. Aug, Sept, Oct rent has been paid by PMHA, which has agreed to extend lease even though he has not approved.

DATE

11/2/86

REFEREE

John P. O'Neill

West BRANCH

SCHAEFER

PLAINTIFF

CASE NUMBER 1186 CVB 1104

VS

FINDINGS AND REPORT

ROBERTSON

DEFENDANT

OF REFEREE

Continually requesting her to pick up trash and rubbish left around area has not kept property neat. Other tenants have complained about problems with her. Have been problems with her a couple times this year. Pl Ex 5 - copy of standard lease agreement, same type of lease as with defendant. Com. - under section 8, had requirements to comply with. He did not notify PMHA when he served 3 day notice. Gave notice to PMHA later that he would renew on certain conditions. Did not notify PMHA about agreement until (7/23 & 7/24) until after it was made. Def Ex 1 - 7/24 agreement. Agreements are not part of lease. Def Exes 2, 3, 4 - documents for PMHA for her signature. Not sure how these compare to past documents he signed. Accepted bug,Sept and Oct payments from PMHA. Inspection done by PMHA around 6/1/86 repairs needed to deck and one other item, thinks windows. July rent not paid because repairs not completed before 7/1/86. Has not clearly indicated to PMHA that he was not going to renew.

11/5/86
DATE

John P. Ward
REFEREE

West BRANCHSCHAEFER

PLAINTIFF

CASE NUMBER K86CV6104

VS

FINDINGS AND REPORT

ROBERTSON

DEFENDANT

OF REFEREE

Has not issued any written notices or other
papers mentioned before.

Rebuttal - Pl Ex F - 8/11/86 - re-inspection
certificate

As of 6 weeks ago, the repairs she agreed to make
had not been made, last talked to her 6 weeks ago

Motion for directed verdict - Presiding ruling.

1. No evidence of 3 day notice delivery.
2. No notification to PMHA of 3 day notice, Section
8 Existing Housing (882.215 sub 3) - owner must
notify PMHA in writing.
3. Non-payment of rent - accepted rent for
Aug, Sept and October.
4. No grounds for eviction under Ohio law, no
past due rent, no violation of lease agreement.

DATE

11/3/86

REFEREE

John P. Hall

West BRANCHJOHN E. ELL
PLAINTIFFCASE NUMBER W8004-1104

VS

FINDINGS AND REPORT

COOPERSON
DEFENDANT

OF REFEREE

Tom Smith - MMA Int. Union Manager -
 Section 8 Union Program. Exh 5 - Original
 Union Assistance Contract - 7/1/83, not renewed
 to have additional contract each year, but only
 if there was changes. Another in 7/84 and 7/85.
 MMA believes that there is a contract in existence.
 otherwise contract would not have been paid but not
 paid by July, because property did not pass inspection.
 Del Ex 6 - letter re annual inspection, 5/7/86, fail
 letter. Exh 5 - says that this contract is in
 existence.

Cow - feels it is in existence because the
 check said that he wanted to renew even
 though he did not sign. Her letter that plaintiff
 wanted renewal. "How System" - MMA would not
 want payments even though signed lease is not yet
 returned to avoid penalties.

11/18
DATEJohn E. Ell
REFEREE

Vent BRANCHSCHAEFER

PLAINTIFF

CASE NUMBER 186LV-1104

VS

FINDINGS AND REPORT

ROBERTSON

DEFENDANT

OF REFEREE

Pl. Exh. 6 - In-Tenure Agreement. Extends HAP.
Agreements for continued payments. Documents have
to be signed within 30 days or agreement is not
in existence.

Defendant - Pl. Exh. 8 - agreement (7/23) - for done
most of the repairs in the agreement. When working
worked on cracks in windows, she agreed to reimburse
for repairs. Was served with 3 day notice, on 3rd or
7th of October. Received before it told her to be out.
Case - repairs done in October for the most part.

Petricala Barty - delivered 3 day notice on 9/30/86

Findings:

1. Plaintiff accepted rent for the month of
October, the current monthly rental, after the notice
to vacate had been served. Therefore, plaintiff waived the
provisions of the notice by accepting rent for the upcoming
month. The writ of restitution must be denied.

11/3/86
DATE

John P. Hall
REFEREE